



Amendment No. 6
to
Agreement No. 9100 NG150000031
for
Social Services
between
HELPING THE AGING, NEEDY, AND DISABLED INC. (HAND)
DBA
MEALS ON WHEELS CENTRAL TEXAS IN-HOME CARE
and the
CITY OF AUSTIN
(In-Home Care)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Forty Four Thousand Eight Hundred Five dollars (\$44,805)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,933
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 7,254	\$ 128,187
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$1,966	\$ 130,153
Amendment No. 3: Modify Program Exhibit	\$ 0	\$ 130,153
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 1,093	\$ 131,246
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 44,805	\$ 176,051
Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 44,805	\$ 220,856

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/29/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/29/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$44,805 (Forty Four Thousand Eight Hundred Five dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

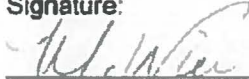
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____



HELPING THE AGING, NEEDY, AND
DISABLED INC. (HAND)
Marsha Wier, Executive Director
3227 East 5th Street
Austin, TX 78702

Date: _____

8/16/19

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

09/04/19

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2020

Period Performance Start
10/1/2019

Period Performance End
9/30/2020

Outputs

OP ***Output Measure***
***Description***

Period Goal

City ***Other*** ***Total***

1 Total Number of Unduplicated Clients Served

52 122 174

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2020

Period Performance Start
10/1/2019

Period Performance End
9/30/2020

Outcomes

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of households receiving services that maintain housing due to receiving essential services	135
1 Den	Number of households receiving essential services	150
1 Rate	Percent of households that maintain housing due to receiving essential services	90

Program Budget and Narrative

Program Start 10/1/2019
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$39,684.00	\$120,000.00	\$159,684.00
General Operations Expenses	\$5,121.00	\$17,000.00	\$22,121.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$5,121.00	\$17,000.00	\$22,121.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$5,000.00	\$5,000.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$5,000.00	\$5,000.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$44,805.00	\$142,000.00	\$186,805.00

Detailed Budget Narrative

Salaries plus Benefits

In home care supervisor and care attendants- salary and benefits (health insurance, dental insurances, life insurance, taxes)

General Op Expenses

criminal history checks, overhead/admin. insurance, postage, printing, mileage, copier, audits, rent, phone, supplies – city funds a portion of each

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



Amendment No. 5
to
Agreement No. NG150000031
for
Social Services
between
HELPING THE AGING, NEEDY, AND DISABLED INC. (HAND)
DBA
MEALS ON WHEELS CENTRAL TEXAS IN-HOME CARE
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Forty Four Thousand Eight Hundred Five dollars (\$44,805)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,933
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 7,254	\$ 128,187
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$1,966	\$ 130,153
Amendment No. 3: Modify Program Exhibit	\$ 0	\$ 130,153
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 1,093	\$ 131,246
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 44,805	\$ 176,051

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/29/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/29/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

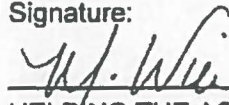
4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$44,805 (*Forty Four Thousand Eight Hundred Five dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

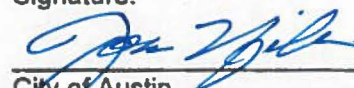


HELPING THE AGING, NEEDY, AND
DISABLED INC. (HAND)
Marsha Wier, Executive Director
3227 East 5th Street
Austin, TX 78702

Date: 8/17/18

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10/02/18

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outputs

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	52	122	174

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outcomes

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of households receiving services that maintain housing due to receiving essential services	135
1 Den	Number of households receiving essential services	150
1 Rate	Percent of households that maintain housing due to receiving essential services	90

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
Salary plus Benefits	\$39,684.00	\$120,000.00	\$159,684.00
General Operations Expenses	\$5,121.00	\$17,000.00	\$22,121.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$5,121.00	\$17,000.00	\$22,121.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$5,000.00	\$5,000.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$5,000.00	\$5,000.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$44,805.00	\$142,000.00	\$186,805.00

Detailed Budget Narrative

Salaries plus Benefits

In home care supervisor and care attendants- salary and benefits (health insurance, dental insurances, life insurance, taxes)

General Op Expenses

criminal history checks, overhead/admin, insurance, postage, printing, mileage, copier, audits, rent, phone, supplies – city funds a portion of each.

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



Amendment No. 4
to
Agreement No. NG150000031
for
Social Services
between
HELPING THE AGING, NEEDY, AND DISABLED INC. (HAND)
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Thousand Ninety Three dollars (\$1,093)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,933
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 7,254	\$ 128,187
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$1,966	\$ 130,153
Amendment No. 3: Modify Program Exhibit	\$ 0	\$ 130,153
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 1,093	\$ 131,246

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/20/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$131,246 (One Hundred Thirty One Thousand Two Hundred Forty Six dollars)**, and **\$44,805 (Forty Four Thousand Eight Hundred Five dollars)** per 12 month extension option, for a total Agreement amount of \$265,661. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$44,805 (Forty Four Thousand Eight Hundred Five dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

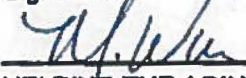
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE


Signature: _____


HELPING THE AGING, NEEDY, AND
DISABLED INC. (HAND)
Marsha Wier, Executive Director
3227 East 5th Street
Austin, TX 78702

Date: 12.19.17

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 01/26/18

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$38,701.00	\$39,684.00	\$39,684.00		\$118,069.00
General Operations Expenses	\$4,028.00	\$4,028.00	\$5,121.00		\$13,177.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$4,028.00	\$4,028.00	\$5,121.00		\$13,177.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$42,729.00	\$43,712.00	\$44,805.00		\$131,246.00
Total Period Percentage	32.56	33.31	34.14		

Detailed Budget Narrative

Salaries plus Benefits	In home care supervisor and care attendants- salary and benefits (health insurance, dental insurances, life insurance, taxes)
General Op Expenses	criminal history checks, overhead/admin, insurance, postage, printing, mileage, copier, audits, rent, phone, supplies – city funds a portion of each.
Program Subgrantees	N/A
Staff Travel	N/A
Conferences	N/A
Food and Beverage	N/A
Financial Assistance	N/A
Other Assistance	N/A
Capital Outlay	N/A

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 3
to
Agreement No. NG150000031
for
Social Services
between
HELPING THE AGING, NEEDY, AND DISABLED INC. (HAND)
and the
CITY OF AUSTIN

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,933
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 7,254	\$ 128,187
Amendment No. 2: Add funds to Contract and modify Exhibits	\$1,966	\$ 130,153
Amendment No. 3: Modify Program Exhibit	\$ 0	\$ 130,153

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 2/1/2017]*

4.0 MBE/WBE goals were not established for this Agreement.

5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

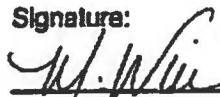
6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

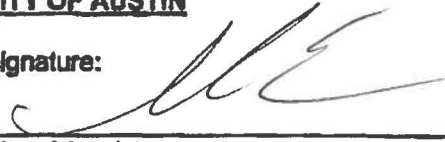


HELPING THE AGING, NEEDY, AND
DISABLED INC. (HAND)
Marsha Wier, Executive Director
1640-B East 2nd St., Suite 200
Austin, TX 78702

Date: 6.20.17

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 07-06-2017

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	31	52	52	135

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of households receiving services that maintain housing due to receiving essential services	135	135	135	270
1C	Number of households receiving essential services	150	150	150	300
	Percent of households that maintain housing due to receiving essential services	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 5/4/2015 3:53:00 PM

Last Modified, If Applicable: 2/1/2017 8:39:00 AM

**Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services**

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 2
to
Contract No. NG150000031
for
Social Services
between
HELPING THE AGING, NEEDY, AND DISABLED INC. (HAND)
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Thousand Nine Hundred Sixty Six dollars (\$1,966)**. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,933
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 7,254	\$ 128,187
Amendment No. 2: Add funds to Contract and modify Exhibits	\$1,966	\$ 130,153

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/11/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$130,153 (One Hundred Thirty Thousand One Hundred Fifty Three dollars)**, and **\$43,712 (Forty Three Thousand Seven Hundred Twelve dollars)** per 12 month extension option,

for a total Agreement amount of \$261,289. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$43,712 (*Forty Three Thousand Seven Hundred Twelve dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$43,712 (*Forty Three Thousand Seven Hundred Twelve dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant

16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

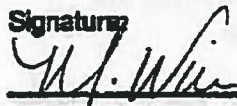
In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/facts/facts.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-01, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature: _____

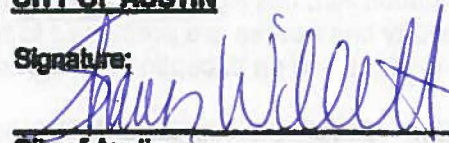


HELPING THE AGING, NEEDY, AND
DISABLED INC. (HAND)
Marsha Wier, Executive Director
1640-B East 2nd St., Suite 200
Austin, TX 78702

Date: 3.13.17

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 4/10/17

Program Budget and Narrative

	<i>1</i>	<i>Period</i> <i>2</i>	<i>3</i>	<i>Contract Start</i> <i>Contract End</i>	<i>9/1/2015</i> <i>9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<i>Salary plus Benefits</i>	\$38,701.00	\$39,684.00	\$39,684.00		\$118,069.00
<i>General Operations Expenses</i>	\$4,028.00	\$4,028.00	\$4,028.00		\$12,084.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$4,028.00	\$4,028.00	\$4,028.00		\$12,084.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$42,729.00	\$43,712.00	\$43,712.00		\$130,153.00
<i>Total Period Percentage</i>	32.83	33.59	33.59		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	<i>In home care supervisor and care attendants- salary and benefits (health insurance, dental insurances, life insurance, taxes)</i>
<i>General Op Expenses</i>	<i>criminal history checks, overhead/admin, insurance, postage, printing, mileage, copier, audits, rent, phone, supplies – city funds a portion of each.</i>
<i>Program Subcontractors</i>	
<i>Staff Travel</i>	
<i>Conferences</i>	
<i>Food and Beverage</i>	
<i>Financial Assistance</i>	
<i>Other Assistance</i>	
<i>Capital Outlay</i>	

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 1
to
Contract No. NG150000031
for
Social Services
between
HELPING THE AGING, NEEDY, AND DISABLED INC. (HAND)
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Seven Thousand Two Hundred Fifty Four dollars (\$7,254)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 120,933
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 7,254	\$ 128,187

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/14/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/14/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$128,187 (One Hundred Twenty Eight Thousand One Hundred Eighty Seven dollars)**, and **\$42,729 (Forty Two Thousand Seven Hundred Twenty Nine dollars)** per twelve (12) month extension option, for a total Contract amount of \$256,374. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$42,729 (Forty Two Thousand Seven Hundred Twenty Nine dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$42,729 (Forty Two Thousand Seven Hundred Twenty Nine dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$42,729 (Forty Two Thousand Seven Hundred Twenty Nine dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

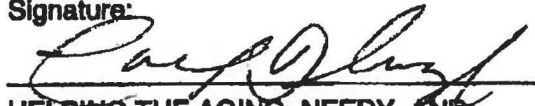
7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature:



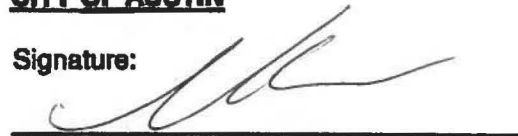
HELPING THE AGING, NEEDY, AND
DISABLED INC. (HAND)
Carl Angel, Executive Director
1640-B East 2nd St., Suite 200
Austin, TX 78702

Date:

5/17/16

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

07-14-16

Program Performance Measures

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

		Period			Contract Term **
		1	2*	3*	
Outputs					
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	31	14	13	58

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
<i>ID</i>	<i>Outcome Measure Description</i>	<i>1</i>	<i>2*</i>	<i>3*</i>	
	Number of households receiving services that maintain housing due to receiving essential services	135	135	135	270
1C	Number of households receiving essential services	150	150	150	300
	Percent of households that maintain housing due to receiving essential services	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 5/4/2015 3:53:00 PM

Last Modified, If Applicable: 4/14/2016 1:02:00 PM

Program Budget and Narrative

	<i>1</i>	<i>Period</i> <i>2</i>	<i>3</i>	<i>Contract Start</i> <i>Contract End</i>	<i>9/1/2015</i> <i>9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
<i>Salary plus Benefits</i>	\$38,701.00	\$38,701.00	\$38,701.00	\$116,103.00	
<i>General Operations Expenses</i>	\$4,028.00	\$4,028.00	\$4,028.00	\$12,084.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$4,028.00	\$4,028.00	\$4,028.00	\$12,084.00	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$42,729.00	\$42,729.00	\$42,729.00	\$128,187.00	
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	<i>In home care supervisor and care attendants- salary and benefits (health insurance, dental insurances, life insurance, taxes)</i>
<i>General Op Expenses</i>	<i>criminal history checks, overhead/admin, insurance, postage, printing, mileage, copier, audits, rent, phone, supplies – city funds a portion of each.</i>
<i>Program Subcontractors</i>	
<i>Staff Travel</i>	
<i>Conferences</i>	
<i>Food and Beverage</i>	
<i>Financial Assistance</i>	
<i>Other Assistance</i>	
<i>Capital Outlay</i>	

HELPING THE AGING, NEEDY AND DISABLED, INC.

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Statements of Financial Position	2
Statements of Activities	3 - 4
Statements of Functional Expenses	5 - 6
Statements of Cash Flows	7
Notes to Financial Statements	8 - 15

HELPING THE AGING, NEEDY AND DISABLED, INC.

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor's Report	1-2
Statements of Financial Position	3
Statements of Activities	4-5
Statements of Functional Expenses	6-7
Statements of Cash Flows	8
Notes to Financial Statements	9-16



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

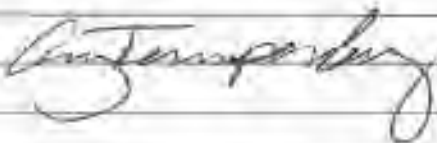
If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMRR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMRR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Helping the Aging, Needy, and Disabled (H.A.N.D.)
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Amy Temperley
Title: Executive Director
Signature of Officer or Authorized Representative: 
Email Address: Amy@hand.org
Phone Number: 512-477-3798 ext. 217
Date: April 24, 2014

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
HELPING THE AGING, NEEDY, AND DISABLED, INC. (HAND)
FOR
SOCIAL SERVICES**

CONTRACT NO. NG150000031

CONTRACT AMOUNT: \$120,933

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Helping the Aging, Needy, and Disabled, Inc. (HAND) ("Contractor"), a Texas non-profit corporation, having offices at 1640-B East 2nd St., Ste. 200, Austin, TX 78702.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Edna Staniszewski or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Nancy Crowther, Interim Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$120,933 (One Hundred Twenty Thousand Nine Hundred Thirty Three dollars)**, and \$40,311 (*Forty Thousand Three Hundred Eleven dollars*) per twelve (12) month extension option, for a total Contract amount of \$241,866. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$40,311 (*Forty Thousand Three Hundred Eleven dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$40,311 (*Forty Thousand Three Hundred Eleven dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$40,311 (*Forty Thousand Three Hundred Eleven dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required

coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or,
- 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Helping the Aging, Needy, and Disabled, Inc. (HAND)	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Nancy Crowther, Interim Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	1640-B East 2nd St., Ste. 200	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78702	Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

HELPING THE AGING, NEEDY, AND
DISABLED, INC. (HAND)

Signature: _____

Name: _____

Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

PURCHASING OFFICE

Date: _____

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

<i>Contract Start Date</i>	9/1/2015	<i>Contract End Date</i>	9/30/2018
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Program Goals And Objectives

To assist older adults and people with disabilities to remain in their own home as independently as possible.

Program Clients Served

Low incomes older adults (60+) and individuals with short and long term disabilities. Clients are assessed in their homes for physical care needs, activities of daily living supports, and program eligibility. All information is saved in the client file.

Program Services And Delivery

Personal care attendants receive training and orientation according to the Texas Department of Aging and Disability Services licensing requirements. They are background checked, receive in-house orientation to the role and then individual orientation in the home of the client to which they are assigned. Personal care attendants are assigned to clients for a specific number of hours each week. In this program, care can range from 2-9 hours a week depending on the need as evaluated by the Independent Care Coordinator. During the allocated time, the attendants provide assistance with tasks such as bathing, dressing, grooming, toileting, laundry, housekeeping, shopping and meal preparation as assigned.

System for Collecting and Reporting Program Data

Clients are assessed by the Independent Care Coordinator on intake and every 6 months. Assessment form data is kept in the client file.

Performance Evaluation

Client utilization data as well as demographic data is tracked by the Independent Care Coordinator on an ongoing basis. A satisfaction survey is sent annually by the Independent Care Coordinator to clients for qualitative data. Both the Client Services Director and the Executive Director review data on a monthly basis and agency service data is reported cumulatively to the Board of Directors monthly through a dashboard.

Quality Improvement

H.A.N.D. has a Quality Assurance Performance Improvement (QAPI) committee that meets 2 x annually to review other data relevant to service delivery. Additionally, the Interdisciplinary Client services team meets every other week to review individual client cases and overarching care issues.

Service Coordination with Other Agencies

H.A.N.D. is a highly cooperative agency receiving referrals from and referring numerous partners in the community. Some area partners include AGE of Central Texas, Meals on Wheels and More, Family Eldercare, and Drive a Senior. We additionally are a partner agency of Komen/Austin and receive referrals and funding for individuals with breast cancer.

Service Collaboration with Other Agencies

n/a

Community Planning Activities

We are a member of the Aging Services Council, One Voice Central Texas and collaborations of organizations serving individuals with disabilities. We are a member of Leading Age of Texas, the Texas Association of Home Care of Hospice and we recently began and lead the Central Texas Coalition of Home Care Agencies, working with other home care providers to improve the industry and services provided.

Program Performance Measures

		Period			Contract Term
		1	2	3	
	Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		Period			Contract Term **
		1	2*	3*	
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	33	33	33	66

Outcomes		Period			Contract Term **
		1	2*	3*	
ID	Outcome Measure Description				
	Number of households receiving services that maintain housing due to receiving essential services	135	135	135	270
1C	Number of households receiving essential services	150	150	150	300
	Percent of households that maintain housing due to receiving essential services	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 5/4/2015 3:53:00 PM

Last Modified, If Applicable: 5/5/2015 8:08:00 AM

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
<i>Salary plus Benefits</i>	\$36,511.00	\$36,511.00	\$36,511.00	\$109,533.00	
<i>General Operations Expenses</i>	\$3,800.00	\$3,800.00	\$3,800.00	\$11,400.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$3,800.00	\$3,800.00	\$3,800.00	\$11,400.00	
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$40,311.00	\$40,311.00	\$40,311.00	\$120,933.00	
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits	<i>Independent care coordinator, personal care attendants- salary and benefits (health insurance, dental insurances, life insurance, taxes)</i>
General Op Expenses	<i>criminal history checks, overhead/admin, insurance, postage, printing, mileage, copier, audits, rent, phone, supplies- city funds a portion of each</i>
Program Subcontractors	
Staff Travel	
Conferences	
Food and Beverage	
Financial Assistance	
Other Assistance	
Capital Outlay	

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27 day of May, 2015

H.A.N.D. - HELPING THE AGING, NEEDY AND DISABLED

CONTRACTOR

Authorized
Signature

Title

Nancy Crook
Acting ED

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 1. Children, youth and young adults:

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

SCOPE OF WORK

CITY OF AUSTIN

2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES

The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

**SCOPE OF WORK
CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116

- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: EAD0116**

Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Helping the Aging, Needy, and Disabled (H.A.N.D.)					
Physical Address	1640 B East 2nd Street, Suite 200, Austin, Texas 78702					
Is Firm located in the Corporate City Limits? (circle one)	X Yes			No		
In business at this location for past 5 yrs?	X Yes			No		
Location Type:	Headquarters	X Yes	No	Branch	Yes	X No

SUBCONTRACTOR(S):

Name of Local Firm	Drive a Senior					
Physical Address	1640 B East 2nd Street, Suite 200, Austin, Texas 78702					
Is Firm located in the Corporate City Limits? (circle one)	X Yes			No		
In business at this location for past 5 yrs?	X Yes			No		
Location Type:	Headquarters	X Yes	No	Branch	Yes	X No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

HELPING THE AGING, NEEDY AND DISABLED, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2011 AND 2010

FASKE LAY & CO., L.L.P.

Certified Public Accountants and Business Advisors

3508 Far West Boulevard, Suite 300, Austin, TX 78731
(512) 346-9623 - FAX (512) 346-8109

3609 Williams Dr., Suite 105, Georgetown, TX 78628
(512) 591-7441 - FAX (512) 591-7805

Toll-Free (888) 346-9623
www.faskelay.com

M. Howard Faske, CPA
Larry W. Lay, CPA
Richard R. Singhaus, P.C.
Joseph G. Jistel, CPA
Jeffrey L. Miller, CPA

Benton E. Ryon, CPA
Partner Emeritus

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Helping the Aging, Needy and Disabled, Inc.
Austin, Texas

We have audited the accompanying statement of financial position of Helping the Aging, Needy and Disabled, Inc. (a non-profit organization), as of December 31, 2011 and 2010, and the related statements of activities, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Helping the Aging, Needy and Disabled, Inc. as of December 31, 2011 and 2010, and the results of its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.



Austin, Texas
May 11, 2012

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2011 AND 2010

	ASSETS	
	2011	2010
Current Assets:		
Cash and cash equivalents	\$ 500,244	\$ 343,690
Short-term investments	448,004	446,351
Restricted cash and cash equivalents	7,040	1,891
Accounts receivable	227,314	363,669
Prepaid expenses	9,166	9,321
Total Current Assets	<u>1,191,768</u>	<u>1,164,922</u>
Property and Equipment, Net	32,826	6,605
Other Assets	<u>9,039</u>	<u>5,612</u>
Total Assets	<u>\$ 1,233,633</u>	<u>\$ 1,177,139</u>
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	\$ 1,089	\$ 2,291
Accrued payroll	92,373	85,973
Accrued vacation payable	27,530	28,305
Other payable	4,752	-
Total Current Liabilities	<u>125,744</u>	<u>116,569</u>
Net Assets:		
Unrestricted		
Available for general operations	1,047,483	987,715
Board designated	10,000	10,000
Investment in fixed assets	32,826	6,605
Total Unrestricted Net Assets	<u>1,090,309</u>	<u>1,004,320</u>
Temporarily restricted	<u>17,580</u>	<u>56,250</u>
Total Net Assets	<u>1,107,889</u>	<u>1,060,570</u>
Total Liabilities and Net Assets	<u>\$ 1,233,633</u>	<u>\$ 1,177,139</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues and Other Support				
Program service fees	\$ 2,637,976	\$ -	\$ -	\$ 2,637,976
Grants and contracts	60,793	34,921	-	95,714
Contributions	10,931	1,455	-	12,386
Fundraising events	1,500	12,189	-	13,689
Interest income	2,210	-	-	2,210
Other income	549	-	-	549
Net assets released from restrictions	87,235	(87,235)	-	-
Total revenues	<u>2,801,194</u>	<u>(38,670)</u>	<u>-</u>	<u>2,762,524</u>
Expenses				
Program services				
Caregiving	2,358,968	-	-	2,358,968
Supporting services				
Management and general	342,596	-	-	342,596
Fundraising	13,641	-	-	13,641
Total expenses	<u>2,715,205</u>	<u>-</u>	<u>-</u>	<u>2,715,205</u>
Change in Net Assets	85,989	(38,670)	-	47,319
Net Assets				
Beginning of year	<u>1,004,320</u>	<u>56,250</u>	<u>-</u>	<u>1,060,570</u>
End of year	<u>\$ 1,090,309</u>	<u>\$ 17,580</u>	<u>\$ -</u>	<u>\$ 1,107,889</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2010

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues and Other Support				
Program service fees	\$ 2,619,806	\$ -	\$ -	\$ 2,619,806
Grants and contracts	59,495	74,884	-	134,379
Contributions	5,737	1,070	-	6,807
Fundraising events	-	422	-	422
Interest income	43,501	-	-	43,501
Other income	4,388	-	-	4,388
Net assets released from restrictions	65,701	(65,701)	-	-
Total revenues	<u>2,798,628</u>	<u>10,675</u>	<u>-</u>	<u>2,809,303</u>
Expenses				
Program services				
Caregiving	2,269,737	-	-	2,269,737
Supporting services				
Management and general	315,260	-	-	315,260
Fundraising	60,426	-	-	60,426
Total expenses	<u>2,645,423</u>	<u>-</u>	<u>-</u>	<u>2,645,423</u>
Change in Net Assets	153,205	10,675	-	163,880
Net Assets				
Beginning of year	851,115	45,575	-	896,690
End of year	<u>\$ 1,004,320</u>	<u>\$ 56,250</u>	<u>\$ -</u>	<u>\$ 1,060,570</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011

	Program Services- Caregiving	Management and General	Fundraising	Total
Salaries	\$ 1,938,449	\$ 203,351	\$ 5,590	\$ 2,147,390
Payroll taxes	175,919	16,486	606	193,011
Fringe benefits	69,118	35,010	170	104,298
Total personnel	2,183,486	254,847	6,366	2,444,699
Professional fees	52,153	40,946	510	93,609
Office rent and utilities	46,740	17,578	359	64,677
Insurance	34,532	4,474	172	39,178
Travel and food	9,719	6,753	65	16,537
Telephone	8,962	1,355	80	10,397
Supplies	3,909	4,287	448	8,644
Printing	4,506	536	2,569	7,611
Employee services	1,922	2,014	-	3,936
Postage	2,657	51	2,511	5,219
Repairs and maintenance	3,409	618	14	4,041
Depreciation	-	2,742	21	2,763
Other	4,297	-	-	4,297
Small equipment purchases	-	1,787	-	1,787
Bank charge fees	3	1,528	-	1,531
Training	729	600	-	1,329
Client assistance	612	534	-	1,146
Dues and subscriptions	-	726	376	1,102
Membership fees	30	795	150	975
Criminal history checks	562	338	-	900
Advertising	740	35	-	775
Donation expenses	-	52	-	52
Total expenses	<u>\$ 2,358,968</u>	<u>\$ 342,596</u>	<u>\$ 13,641</u>	<u>\$ 2,715,205</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2010

	Program Services- Caregiving	Management and General	Fundraising	Total
Salaries	\$ 1,898,070	\$ 214,609	\$ 42,673	\$ 2,155,352
Payroll taxes	165,570	16,984	3,332	185,886
Fringe benefits	41,892	26,915	8,829	77,636
Total personnel	2,105,532	258,508	54,834	2,418,874
Office rent and utilities	44,454	15,490	846	60,790
Professional fees	39,444	6,944	1,008	47,396
Insurance	33,543	8,186	715	42,444
Travel and food	10,106	6,007	1,056	17,169
Telephone	7,857	1,915	190	9,962
Supplies	5,563	2,718	733	9,014
Depreciation	5,793	1,298	166	7,257
Employee services	874	3,626	-	4,500
Other	761	3,467	-	4,228
Printing	1,415	1,646	4	3,065
Donation expenses	2,655	300	-	2,955
Postage	2,075	836	44	2,955
Membership fees	552	1,705	359	2,616
Repairs and maintenance	1,955	168	31	2,154
Advertising	1,847	87	1	1,935
Bank charge fees	662	1,122	14	1,798
Licenses and permits	1,750	-	-	1,750
Training	328	1,149	45	1,522
Small equipment purchases	1,362	-	-	1,362
Client assistance	808	-	-	808
Criminal history checks	363	88	5	456
Dues and subscriptions	38	-	375	413
Total expenses	<u>\$ 2,269,737</u>	<u>\$ 315,260</u>	<u>\$ 60,426</u>	<u>\$ 2,645,423</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

	<u>2011</u>	<u>2010</u>
Cash Flows from Operating Activities		
Change in net assets	\$ 47,319	\$ 163,880
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	2,763	7,256
Change in operating assets and liabilities:		
Accounts receivable	136,355	(65,032)
Prepaid expenses	155	(5,070)
Other assets	(3,427)	3,206
Accounts payable	(1,202)	1,799
Accrued payroll	6,400	(6,654)
Accrued vacation payable	(775)	(3,227)
Other payable	4,752	-
Deferred revenue	-	(29,579)
Change in restricted cash and cash equivalents	<u>(5,149)</u>	<u>4,922</u>
Net Cash Provided by Operating Activities	<u>187,191</u>	<u>71,501</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	(28,984)	(4,572)
Purchase of investments	(1,653)	(157,486)
Proceeds from maturities of investments	<u>-</u>	<u>265,549</u>
Net Cash (Used) Provided by Investing Activities	<u>(30,637)</u>	<u>103,491</u>
Net Increase in Cash and Cash Equivalents	156,554	174,992
Cash and Cash Equivalents, Beginning of Year	<u>343,690</u>	<u>168,698</u>
Cash and Cash Equivalents, End of Year	<u>\$ 500,244</u>	<u>\$ 343,690</u>
Supplementary Information:		
Income taxes paid	\$ 1,638	\$ 1,597

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011 AND 2010

NOTE A - DESCRIPTION OF ORGANIZATION

Helping the Aging, Needy and Disabled, Inc. (HAND) is a nonprofit corporation organized under the laws of the State of Texas in 1976. Its mission is to promote dignity and independence for the aged and disabled by providing household care, personal care, and supportive services for the elderly, disabled, and convalescent individuals.

Services provided include the following:

Services for the community includes the distribution of adult diapers and bedpans, walkers, shower chairs and other occasional donations to the community as well as, referral services to help make community members aware of other local agencies offering assistance.

Attendant services includes assistance provided by qualified persons with skills in household management who are trained to help care for and maintain the home, prepare meals, assist in grocery shopping or laundry, personal care, reminder assistance in the self-administration of medication, and other such tasks.

Attendant services also includes evaluations, where clients are initially visited in their homes by case workers who will evaluate their needs and recommend a plan of action.

Sources of revenue for the services consist of contracts with the Texas Department of Aging and Disability Services, local government and other agencies, and fees from private paying clients.

HAND is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Proceeds from certain Bingo games are considered unrelated business income and incur an unrelated business income tax. HAND is classified by the Internal Revenue Service as an organization other than a private foundation. Management is not aware of any tax positions that would have a significant impact on its financial position. The Organization's tax returns for the last four years remain subject to examination.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Date of Managements' Review of Subsequent events

Management has evaluated subsequent events through the date of the auditors' report, the date which the financial statements were available to be issued.

Use of Estimates

In preparing the financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect (1) the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and (2) revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounting Method

The financial statements have been prepared using the accrual basis method of accounting, which includes reporting revenues and other support and related accounts receivable when earned. Contributions are considered to be available for [REDACTED]

[REDACTED] and increase those net asset classes. Conditional promises to give are not reported until the condition is met. Expenses and the related accounts payable are reported when an obligation is incurred, regardless of when cash is disbursed. All expenses are reported as reductions in unrestricted net assets.

Cash and Cash Equivalents

For purposes of the statement of cash flows, certificates of deposit and highly liquid investments with an initial maturity of three months or less are considered to be cash equivalents.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements

HAND measures and discloses fair value measurements in accordance with the Fair Value Measurements and Disclosures Topic of FASB ASC. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Eligible financial assets and financial liabilities such as cash, receivables, accounts payable and note payables are valued using an alternative fair value option. Management believes the use of the fair value option for eligible items or group of similar eligible items provides more relevant and understandable information for financial statement users because the fair value option reflects the current cash equivalent of the financial instruments rather than another measure. The fair value of such assets and liabilities are deemed to be the face value of the instrument due to either the short term nature of the instrument or to an interest rate that is considered to be a market rate.

Investments

Realized and unrealized gains and losses are reported in the year of the gain or loss. Investment income and gains and losses on investments are reported as an increase or decrease in unrestricted net assets unless a donor or law temporarily or permanently restricts their use.

Accounts Receivable

Program service fees are services rendered under a contract with the State of Texas, as well as services provided to private patients. These amounts are owed for services provided as part of the program services and the accounts are considered open accounts. Receivable-grants and contracts are cost reimbursement contracts and represent amounts earned and billed, but not collected at year end.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable (Continued)

Accounts receivable are valued using an allowance for doubtful accounts. Periodically, management reviews the collectability of accounts receivable using such factors as the collection history of the account, the age of the account and the account's ability to pay. Accounts are considered past due after 30 days of not receiving payments. Uncollectible accounts are charged off annually against an allowance for doubtful accounts. The allowance for doubtful accounts is considered an accounting estimate, and was \$0 for the years ended December 31, 2011 and 2010 since all receivables are deemed collectible. The estimate may be adjusted as more current information becomes available and any adjustment could be significant.

Property and Equipment

Purchased fixed assets are capitalized at cost if the estimated useful service life of the item is more than one year and the cost of the item is over \$1,000. Donations of fixed assets are recorded as support at their estimated fair value at the date of donation. Depreciation of HAND's fixed assets is computed over the estimated useful service life of the asset (generally 5 years) using the straight line method of computation. Depreciation expense is considered an accounting estimate. The estimate may be adjusted as more current information becomes available and any adjustment could be significant.

Basis of Presentation

As required by the Presentation of Financial Statements Subtopic of the Not-for-Profit Entities Topic of FASB ASC, HAND reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Unrestricted net assets are free of donor-imposed restrictions; all revenues, expenses, gains, and losses that are not changes in temporarily or permanently restricted net assets are reported in this category.

Temporarily restricted net assets include gifts with donor-imposed restrictions that permit the donee organization to use up or expend as specified and are satisfied either by the passage of time or by actions of the organization.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Presentation (Continued)

Permanently restricted net assets include gifts with donor-imposed restrictions which stipulate resources be maintained permanently but permit the organization to use up or expend part or all of the income (or other economic benefits) derived from the donated assets.

Revenue Recognition

HAND accounts for contributions in accordance with the requirements of the Revenue Recognition Subtopic of the Not-for-Profit Entities Topic of FASB ASC. In accordance with this FASB ASC Topic, contributions received are considered to be unrestricted support, unless explicit donor stipulations specify a use for the funds, and are recognized in the period received. When donors stipulate specific uses for their contributions, these contributions are considered to be temporarily or permanently restricted support in the period received. When donor stipulations are met, restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Program service fees are recognized as revenue when the fee is earned. Unconditional pledges or promises to give are reported as support when the funding is awarded. Conditional promises to give, such as cost reimbursement contracts, are reported as revenue when the conditions are met. Generally, the conditions to be met are in compliance with budget categories or the delivery of a program service.

Allocation of Costs

HAND allocates common costs between program services, management and general, and fundraising based on the activities of related personnel or use of office space. The resulting allocations are reviewed periodically by management and the allocation of costs revised, if necessary, to reflect changes in the activities of HAND. The allocations reported in the financial statements are considered accounting estimates. These estimates may be adjusted as more current information becomes available and any adjustment could be significant.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE C - SHORT-TERM INVESTMENTS

Short-term investments consists of certificate of deposits with original maturities greater than three months and are stated at cost which approximates market value.

NOTE D - PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of December 31, 2011 and 2010:

	<u>2011</u>	<u>2010</u>
Furniture and fixtures	\$ 106,339	\$ 98,700
Automobile	22,561	22,561
Software	22,165	820
Less: accumulated depreciation	<u>(118,239)</u>	<u>(115,476)</u>
Net property and equipment	<u>\$ 32,826</u>	<u>\$ 6,605</u>

NOTE E - BOARD DESIGNATIONS

Unrestricted net assets can be designated by action of the Board of Directors for future use or for a specific purpose. Designated net assets continue to be classified as unrestricted net assets, since the restrictions (designations) are self-imposed by HAND and can be lifted or changed by future Board action. Designations reported in the financial statements include the following as of December 31, 2011 and 2010:

	<u>2011</u>	<u>2010</u>
For future workers compensation claims	\$10,000	\$10,000

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE F - TEMPORARILY RESTRICTED NET ASSETS

During 2011 and 2010, net assets of \$87,235 and \$65,701, respectively were released from accompanying stipulations due to HAND's actions and are reported as transfers from temporarily restricted net assets to unrestricted net assets in the statement of activities.

Temporarily restricted net assets are comprised of the following as of December 31, 2011 and 2010:

	2011	2010
Bingo	\$ 17,580	\$ 7,503
Program service grants	-	30,000
Komen grant	-	18,747
	<u>\$ 17,580</u>	<u>\$ 56,250</u>

NOTE G - FUNDRAISING EVENTS

HAND, along with three other non-profit organizations, participates in a bingo unit doing business as Crossroads Bingo. The participating organizations are responsible for operating the bingo unit in a manner that complies with the rules of the Texas Lottery Commission and Chapter 2001 of the Texas Occupations Code. The net income (loss) of the bingo unit is distributed to the participating organizations in compliance with minimum charitable distribution requirements mandated under the Texas Occupations Code. Distributions from the bingo entities are required to be used for program services. Receipts from certain games conducted by the bingo unit are considered unrelated business income and subject to unrelated business income tax. Any taxes owed are paid from the funds of the bingo unit in the year the return is filed. In 2011 and 2010, \$1,638 and \$1,597, respectively were paid in unrelated business income taxes.

Distributions from bingo and other events conducted during the year are reported as fundraising events revenues in the financial statements and consist of the following as of December 31, 2011 and 2010:

	2011	2010
<u>Temporarily restricted</u>		
Distributions from bingo entities	\$ 10,400	\$ 2,019
Change in equity of bingo entities	3,427	-
Federal income tax	(1,638)	(1,597)
	<u>\$ 12,189</u>	<u>\$ 422</u>

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2011 AND 2010

NOTE H - COMMITMENTS AND CONTINGENCIES

Rental payments under operating leases for years ended December 31, 2011 and 2010 were \$62,549 and \$54,296, respectively.

Future minimum lease payments are as follows:

<u>Year Ending December 31,</u>	
2012	\$ 70,323
2013	84,780
2014	<u>84,780</u>
Total	<u>\$ 239,883</u>

NOTE I - CONCENTRATION OF CREDIT RISK

HAND maintains cash balances at a financial institution which are insured by the Federal Deposit Insurance Corporation up to \$250,000. Although the balances in these accounts can exceed the insured limit from time to time, HAND has not incurred losses related to the deposits and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

NOTE J - CONCENTRATIONS

A significant part of the program service fees are due from the Texas Department of Aging and Disability Services. HAND controls credit risk through approval of clients served and other monitoring procedures. HAND performs ongoing evaluations of the credit risk of its contracts, grants and private pay clients, but does not require collateral to support accounts receivable. Non-performance by any of these agencies related to their accounts or a reduction in funding by these agencies could adversely impact the activities of HAND.

NOTE K - RECLASSIFICATION

Certain amounts in the 2010 financial statements have been reclassified to conform to the 2011 presentation.

FASKE LAY & CO., L.L.P.

Certified Public Accountants and Business Advisors

3508 Far West Boulevard, Suite 300, Austin, TX 78731
(512) 346-9623 - FAX (512) 346-8109

3609 Williams Dr., Suite 105, Georgetown, TX 78628
(512) 591-7441 - FAX (512) 591-7805

Toll-Free (888) 346-9623
www.faskelay.com

M. Howard Faske, CPA
Larry W. Lay, CPA
Richard R. Singhaus, P.C.
Joseph G. Jistel, CPA
Jeffrey L. Miller, CPA

Benton E. Ryon, CPA
Partner Emeritus

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Helping the Aging, Needy and Disabled, Inc.
Austin, Texas

We have audited the accompanying financial statements of Helping the Aging, Needy and Disabled, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

INDEPENDENT AUDITOR'S REPORT - CONTINUED

Auditor's Responsibility - Continued

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Helping the Aging, Needy and Disabled, Inc. as of December 31, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Friedberg & Co., L.L.P.

Austin, Texas
May 31, 2013

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2012 AND 2011

	ASSETS	
	2012	2011
Current Assets		
Cash and cash equivalents	\$ 556,300	\$ 627,402
Short-term investments	256,826	320,846
Restricted cash and cash equivalents	7,710	7,040
Accounts receivable	255,276	227,314
Prepaid expenses	21,473	9,166
Total Current Assets	<u>1,097,585</u>	<u>1,191,768</u>
Property and Equipment, Net	37,346	32,826
Other Assets	<u>16,045</u>	<u>9,039</u>
Total Assets	<u>\$ 1,150,976</u>	<u>\$ 1,233,633</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 3,678	\$ 1,089
Accrued payroll	106,172	92,373
Accrued vacation payable	39,059	27,530
Other payable	-	4,752
Total Current Liabilities	<u>148,909</u>	<u>125,744</u>
Net Assets		
Unrestricted		
Available for general operations	932,237	1,047,483
Board designated	10,000	10,000
Investment in fixed assets	<u>37,346</u>	<u>32,826</u>
Total Unrestricted Net Assets	979,583	1,090,309
Temporarily restricted	<u>22,484</u>	<u>17,580</u>
Total Net Assets	<u>1,002,067</u>	<u>1,107,889</u>
Total Liabilities and Net Assets	<u>\$ 1,150,976</u>	<u>\$ 1,233,633</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2012

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues and Other Support				
Program service fees	\$ 2,841,693	\$ -	\$ -	\$ 2,841,693
Grants and contracts	59,485	87,400	-	146,885
Contributions	20,261	-	-	20,261
Fundraising events	28,988	8,874	-	37,862
Interest income	1,651	-	-	1,651
Other income	9,061	-	-	9,061
Net assets released from restrictions	91,370	(91,370)	-	-
Total revenues	<u>3,052,509</u>	<u>4,904</u>	<u>-</u>	<u>3,057,413</u>
Expenses				
Program services				
Caregiving	2,740,914	-	-	2,740,914
Supporting services				
Management and general	345,735	-	-	345,735
Fundraising	<u>76,586</u>	<u>-</u>	<u>-</u>	<u>76,586</u>
Total expenses	<u>3,163,235</u>	<u>-</u>	<u>-</u>	<u>3,163,235</u>
Change in Net Assets	(110,726)	4,904	-	(105,822)
Net Assets				
Beginning of year	<u>1,090,309</u>	<u>17,580</u>	<u>-</u>	<u>1,107,889</u>
End of year	<u>\$ 979,583</u>	<u>\$ 22,484</u>	<u>\$ -</u>	<u>\$ 1,002,067</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Revenues and Other Support				
Program service fees	\$ 2,637,976	\$ -	\$ -	\$ 2,637,976
Grants and contracts	60,793	34,921	-	95,714
Contributions	10,931	1,455	-	12,386
Fundraising events	1,500	12,189	-	13,689
Interest income	2,210	-	-	2,210
Other income	549	-	-	549
Net assets released from restrictions	87,235	(87,235)	-	-
Total revenues	<u>2,801,194</u>	<u>(38,670)</u>	<u>-</u>	<u>2,762,524</u>
Expenses				
Program services				
Caregiving	2,358,968	-	-	2,358,968
Supporting services				
Management and general	342,596	-	-	342,596
Fundraising	13,641	-	-	13,641
Total expenses	<u>2,715,205</u>	<u>-</u>	<u>-</u>	<u>2,715,205</u>
Change in Net Assets	85,989	(38,670)	-	47,319
Net Assets				
Beginning of year	1,004,320	56,250	-	1,060,570
End of year	<u>\$ 1,090,309</u>	<u>\$ 17,580</u>	<u>\$ -</u>	<u>\$ 1,107,889</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2012

	Program Services- Caregiving	Management and General	Fundraising	Total
Salaries	\$ 2,230,940	\$ 254,165	\$ 33,022	\$ 2,518,127
Payroll taxes	206,944	20,362	2,703	230,009
Fringe benefits	79,696	12,651	6,359	98,706
Total personnel	2,517,580	287,178	42,084	2,846,842
Office rent and utilities	55,134	9,008	831	64,973
Professional fees	44,747	11,582	600	56,929
Insurance	35,642	4,015	535	40,192
Compensation recoupment	28,592	-	-	28,592
Travel and food	13,754	6,975	230	20,959
Gala expenses	-	-	17,215	17,215
Printing	11,190	1,113	961	13,264
Supplies	7,402	3,726	1,368	12,496
Depreciation	5,695	655	4,987	11,337
Telephone	7,659	2,206	109	9,974
Small equipment purchases	926	4,780	371	6,077
Postage	5,050	468	87	5,605
Training	1,279	2,165	110	3,554
Membership fees	1,105	1,435	-	2,540
Repairs and maintenance	1,824	233	-	2,057
Criminal history checks	1,710	193	4	1,907
Bad debt expense	-	1,841	-	1,841
Advertising	737	354	6,539	7,630
Donation expenses	-	1,125	-	1,125
Client assistance	799	261	-	1,060
Bank charge fees	10	691	194	895
Licenses and permits	65	401	-	466
Dues and subscriptions	-	5	361	366
Employee services	10	246	-	256
Interest expense	-	232	-	232
Other	4	4,847	-	4,851
Total expenses	<u>\$ 2,740,914</u>	<u>\$ 345,735</u>	<u>\$ 76,586</u>	<u>\$ 3,163,235</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011

	Program Services- Caregiving	Management and General	Fundraising	Total
Salaries	\$ 1,938,449	\$ 203,351	\$ 5,590	\$ 2,147,390
Payroll taxes	175,919	16,486	606	193,011
Fringe benefits	69,118	35,010	170	104,298
Total personnel	<u>2,183,486</u>	<u>254,847</u>	<u>6,366</u>	<u>2,444,699</u>
Professional fees	52,153	40,946	510	93,609
Office rent and utilities	46,740	17,578	359	64,677
Insurance	34,532	4,474	172	39,178
Travel and food	9,719	6,753	65	16,537
Telephone	8,962	1,355	80	10,397
Supplies	3,909	4,287	448	8,644
Printing	4,506	536	2,569	7,611
Employee services	1,922	2,014	-	3,936
Postage	2,657	51	2,511	5,219
Repairs and maintenance	3,409	618	14	4,041
Depreciation	-	2,742	21	2,763
Small equipment purchases	-	1,787	-	1,787
Bank charge fees	3	1,528	-	1,531
Training	729	600	-	1,329
Client assistance	612	534	-	1,146
Dues and subscriptions	-	726	376	1,102
Membership fees	30	795	150	975
Criminal history checks	562	338	-	900
Advertising	740	35	-	775
Donation expenses	-	52	-	52
Other	4,297	-	-	4,297
Total expenses	<u>\$ 2,358,968</u>	<u>\$ 342,596</u>	<u>\$ 13,641</u>	<u>\$ 2,715,205</u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities		
Change in net assets	\$ (105,822)	\$ 47,319
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	11,337	2,763
Change in operating assets and liabilities:		
Accounts receivable	(27,962)	136,355
Prepaid expenses	(12,307)	155
Other assets	(7,006)	(3,427)
Accounts payable	2,589	(1,202)
Accrued payroll	13,799	6,400
Accrued vacation payable	11,529	(775)
Other payable	(4,752)	4,752
Change in restricted cash and cash equivalents	<u>(670)</u>	<u>(5,149)</u>
Net Cash (Used) Provided by Operating Activities	<u>(119,265)</u>	<u>187,191</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	(15,857)	(28,984)
Purchase of investments	-	(1,653)
Proceeds from maturities of investments	<u>64,020</u>	<u>-</u>
Net Cash Provided (Used) by Investing Activities	<u>48,163</u>	<u>(30,637)</u>
Net (Decrease) Increase in Cash and Cash Equivalents	(71,102)	156,554
Cash and Cash Equivalents, Beginning of Year	<u>627,402</u>	<u>470,848</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 556,300</u></u>	<u><u>\$ 627,402</u></u>
Supplementary Information		
Income taxes paid	<u><u>\$ 1,121</u></u>	<u><u>\$ 1,638</u></u>

The accompanying notes are an integral part of these financial statements.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011

NOTE A - DESCRIPTION OF ORGANIZATION

Helping the Aging, Needy and Disabled, Inc. (HAND) is a nonprofit corporation organized under the laws of the State of Texas in 1976. Its mission is to promote dignity and independence for the aged and disabled by providing household care, personal care, and supportive services for the elderly, disabled, and convalescent individuals.

Services provided include the following:

Services for the community include the distribution of adult diapers and bedpans, walkers, shower chairs and other occasional donations to the community as well as referral services to help make community members aware of other local agencies offering assistance.

Attendant services include assistance provided by qualified persons with skills in household management who are trained to help care for and maintain the home, prepare meals, assist in grocery shopping or laundry, personal care, reminder assistance in the self-administration of medication, and other such tasks.

Attendant services also include evaluations, where clients are initially visited in their homes by case workers who will evaluate their needs and recommend a plan of action.

Sources of revenue for the services consist of contracts with the Texas Department of Aging and Disability Services, local government and other agencies, and fees from private paying clients.

HAND is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Proceeds from certain Bingo games are considered unrelated business income and incur an unrelated business income tax. HAND is classified by the Internal Revenue Service as an organization other than a private foundation. Management is not aware of any tax positions that would have a significant impact on its financial position. The Organization's tax returns for the last four years remain subject to examination.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Date of Managements' Review of Subsequent events

Management has evaluated subsequent events through the date of the auditor's report, the date which the financial statements were available to be issued.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

In preparing the financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect (1) the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and (2) revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounting Method

The financial statements have been prepared using the accrual basis method of accounting, which includes reporting revenues and other support and related accounts receivable when earned. Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted for future periods or for specific purposes are reported as temporarily restricted or permanently restricted and increase those net asset classes. Conditional promises to give are not reported until the condition is met. Expenses and the related accounts payable are reported when an obligation is incurred, regardless of when cash is disbursed. All expenses are reported as reductions in unrestricted net assets.

Cash and Cash Equivalents

For purposes of the statement of cash flows, certificates of deposit and highly liquid investments with an initial maturity of three months or less are considered to be cash equivalents.

Fair Value Measurements

HAND measures and discloses fair value measurements in accordance with the Fair Value Measurements and Disclosures Topic of FASB ASC. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

Eligible financial assets and financial liabilities such as cash, receivables, accounts payable and notes payable are valued using an alternative fair value option. Management believes the use of the fair value option for eligible items or group of similar eligible items provides more relevant and understandable information for financial statement users because the fair value option reflects the current cash equivalent of the financial instruments rather than another measure. The fair value of such assets and liabilities are deemed to be the face value of the instrument due to either the short term nature of the instrument or to an interest rate that is considered to be a market rate.

Investments

Realized and unrealized gains and losses are reported in the year of the gain or loss. Investment income and gains and losses on investments are reported as an increase or decrease in unrestricted net assets unless a donor or law temporarily or permanently restricts their use.

Accounts Receivable

Program service fees are services rendered under a contract with the State of Texas, as well as services provided to private patients. These amounts are owed for services provided as part of the program services and the accounts are considered open accounts. Receivable-grants and contracts are cost reimbursement contracts and represent amounts earned and billed, but not collected at year end.

Accounts receivable are valued using an allowance for doubtful accounts. Periodically, management reviews the collectability of accounts receivable using such factors as the collection history of the account, the age of the account and the account's ability to pay. Accounts are considered past due after 30 days of not receiving payments. Uncollectible accounts are charged off annually against an allowance for doubtful accounts. The allowance for doubtful accounts is considered an accounting estimate, and was \$0 for the years ended December 31, 2012 and 2011 since all receivables are deemed collectible. The estimate may be adjusted as more current information becomes available and any adjustment could be significant.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Purchased fixed assets are capitalized at cost if the estimated useful service life of the item is more than one year and the cost of the item is over \$1,000. Donations of fixed assets are recorded as support at their estimated fair value at the date of donation. Depreciation of HAND's fixed assets is computed over the estimated useful service life of the asset (generally five years) using the straight line method of computation. Depreciation expense is considered an accounting estimate. The estimate may be adjusted as more current information becomes available and any adjustment could be significant.

Basis of Presentation

As required by the Presentation of Financial Statements Subtopic of the Not-for-Profit Entities Topic of FASB ASC, HAND reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Unrestricted net assets are free of donor-imposed restrictions; all revenues, expenses, gains, and losses that are not changes in temporarily or permanently restricted net assets are reported in this category.

Temporarily restricted net assets include gifts with donor-imposed restrictions that permit the donee organization to use up or expend as specified and are satisfied either by the passage of time or by actions of the organization.

Permanently restricted net assets include gifts with donor-imposed restrictions which stipulate resources be maintained permanently but permit the organization to use up or expend part or all of the income (or other economic benefits) derived from the donated assets.

Revenue Recognition

HAND accounts for contributions in accordance with the requirements of the Revenue Recognition Subtopic of the Not-for-Profit Entities Topic of FASB ASC. In accordance with this FASB ASC Topic, contributions received are considered to be unrestricted support, unless explicit donor stipulations specify a use for the funds, and are recognized in the period received. When donors stipulate specific uses for their contributions, these contributions are considered to be temporarily or permanently restricted support in the period received. When donor stipulations are met, restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Program service fees are recognized as revenue when the fee is earned. Unconditional pledges or promises to give are reported as support when the funding is awarded. Conditional promises to give, such as cost reimbursement contracts, are reported as revenue when the conditions are met. Generally, the conditions to be met are in compliance with budget categories or the delivery of a program service.

Allocation of Costs

HAND allocates common costs between program services, management and general, and fundraising based on the activities of related personnel or use of office space. The resulting allocations are reviewed periodically by management and the allocation of costs revised, if necessary, to reflect changes in the activities of HAND. The allocations reported in the financial statements are considered accounting estimates. These estimates may be adjusted as more current information becomes available and any adjustment could be significant.

NOTE C - SHORT-TERM INVESTMENTS

Short-term investments consists of certificate of deposits with original maturities greater than three months and are stated at cost which approximates market value.

NOTE D - PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Furniture and fixtures	\$ 44,181	\$ 106,339
Automobile	22,561	22,561
Software	32,069	22,165
Less: accumulated depreciation	<u>(61,465)</u>	<u>(118,239)</u>
Property and equipment, net	<u>\$ 37,346</u>	<u>\$ 32,826</u>

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE E - BOARD DESIGNATIONS

Unrestricted net assets can be designated by action of the Board of Directors for future use or for a specific purpose. Designated net assets continue to be classified as unrestricted net assets, since the restrictions (designations) are self-imposed by HAND and can be lifted or changed by future Board action. Designations reported in the financial statements include the following as of December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
For future reported self insured occupational accident deductible	\$ 10,000	\$ 10,000

NOTE F - TEMPORARILY RESTRICTED NET ASSETS

During 2012 and 2011, net assets of \$91,370 and \$87,235, respectively were released from accompanying stipulations due to HAND's actions and are reported as transfers from temporarily restricted net assets to unrestricted net assets in the statement of activities.

Temporarily restricted net assets are comprised of the following as of December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Bingo	\$ 20,104	\$ 17,580
Program service grants	<u>2,380</u>	<u>-</u>
	<u>\$ 22,484</u>	<u>\$ 17,580</u>

NOTE G - FUNDRAISING EVENTS

HAND, along with four other nonprofit organizations, participates in a bingo unit doing business as Crossroads Bingo. The participating organizations are responsible for operating the bingo unit in a manner that complies with the rules of the Texas Lottery Commission and Chapter 2001 of the Texas Occupations Code. The net income (loss) of the bingo unit is distributed to the participating organizations in compliance with minimum charitable distribution requirements mandated under the Texas Occupations Code. Distributions from the bingo entities are required to be used for program services. Receipts from certain games conducted by the bingo unit are considered unrelated business income and subject to unrelated business income tax. Any taxes owed are paid from the funds of the bingo unit in the year the return is filed. In 2012 and 2011, \$1,121 and \$1,638, respectively were paid in unrelated business income taxes.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE G - FUNDRAISING EVENTS (Continued)

Distributions from bingo and other events conducted during the year are reported as fundraising events revenues in the financial statements and consist of the following as of December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Fundraising events	\$ 27,760	\$ -
Net income from bingo unit	11,223	15,327
Federal income tax	<u>(1,121)</u>	<u>(1,638)</u>
	<u>\$ 37,862</u>	<u>\$ 13,689</u>

NOTE H - COMMITMENTS AND CONTINGENCIES

Rental payments under operating leases for years ended December 31, 2012 and 2011 were \$66,593 and \$66,593, respectively.

Future minimum lease payments are as follows:

<u>Year Ending December 31,</u>	
2013	\$ 69,708
2014	92,088
2015	7,308
2016	<u>609</u>
Total	<u>\$ 169,713</u>

NOTE I - CONCENTRATION OF CREDIT RISK

HAND maintains cash balances at a financial institution which is insured by the Federal Deposit Insurance Corporation up to \$250,000. Although the balances in these accounts can exceed the insured limit from time to time, HAND has not incurred losses related to the deposits and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

HELPING THE AGING, NEEDY AND DISABLED, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2012 AND 2011

NOTE J - CONCENTRATIONS

A significant part of the program service fees are due from the Texas Department of Aging and Disability Services. HAND controls credit risk through approval of clients served and other monitoring procedures. HAND performs ongoing evaluations of the credit risk of its contracts, grants and private pay clients, but does not require collateral to support accounts receivable. Non-performance by any of these agencies related to their accounts or a reduction in funding by these agencies could adversely impact the activities of HAND.

NOTE K - RECLASSIFICATION

Certain amounts in the 2011 financial statements have been reclassified to conform to the 2012 presentation.

MINUTES OF HAND BOARD OF DIRECTORS MEETING

The December meeting of the Board of Directors of HAND was held December 10, 2013 commencing at 4:00pm. The meeting was held at The Upper Deck establishment on Barton Springs, Austin, Texas.

Call to Order. At 4:04pm, the monthly HAND Board of Directors meeting was called to order by Director Griffin, Chair. Present at the meeting and constituting a quorum of the Board of Directors were the following persons:

Directors Attending:

John Griffin, Chair
Stacy Flores, Immd. Past
Chair/Treasurer
Nancy Crowther, Sec.
Amy Ybarra

Juan Cabeza

Mark Hanna

Joe Fisher

Samantha Young

Absent:

Dave Angelow
Linda Ford, Vice-Chair
Juri Jang
Seth Sather

HAND Staff: Amy Temperley, Executive Director and Kevin Byrne, Chief Financial Officer

HAND Mission and Vision: The HAND Mission and Vision was read aloud by Director Griffin.

Consent Items: Minutes from November 25, 2013 were motioned for approval by Director Ybarra and seconded by Director Hanna. Minutes were approved.

The HAND Board of Directors Officers for 2014 are: Ms. Amy Ybarra, Chair; Mr. Joe Fisher, vice-chair; Immediate Past Chair, John Griffin, Ms. Nancy Crowther, Secretary and Ms. Samantha Young, Treasurer. Stacy Flores, Board member has tendered her resignation from the board effective January 1, 2014.

Finance Committee Report. Mr. Byrne and Ms. Temperley provided a brief overview of the estimated budget for 2014 and the projected year-end for 2013. Ms. Temperley reported on opportunities to increase revenues from Private Pay accounts and the HAND Mobile program contracts. Other resources from grants were also identified. The motion was made by Directors Griffin and Fisher to approve the 2014 budget, as presented. The motion was seconded Director Cabeza. The motion was approved unanimously. Directors agreed to examine the budget again in January with a goal to build in excess revenue in a stretch budget to alleviate losses incurred in 2013.

The meeting wrapped up with a note of appreciation from Director Griffin to the Board members and to the HAND staff for all the hard work and dedication to the community we serve as a reflection of the agency's mission and vision.

Adjournment. There being no further business before the Board, the December 10, 2013 meeting adjourned at 4:45 pm.

Next Meeting: January 27, 2014

ATTEST:

By:

John Griffin, Chair
Board of Directors
HAND

By:

Nancy Crowther, Secretary
Board of Directors
HAND

MINUTES OF HAND BOARD OF DIRECTORS MEETING

The May meeting of the Board of Directors of Helping the Aging Needy and Disabled (HAND) was held May 28, 2013 commencing at 11:30am. The meeting was held at HAND, 1640 B, Suite 200, Austin, Texas.

Call to Order. At 11:37am, the monthly HAND Board of Directors meeting was called to order by Director Ford, Vice-Chair. Present at the meeting and constituting a quorum of the Board of Directors were the following persons:

Directors Attending:

Linda Ford, Vice-Chair
Stacy Flores, Immediate
Past Chair/ Treasurer
Nancy Crowther, Secretary

Dave Angelow
Amy Yberra

Absent:

John Griffin, Chair
Joe Fisher
Mark Hanna
Samantha Young

Also attending and participating in the meeting was: Amy Temperley, HAND Executive Director, Michelle Zadrozny, HAND Director, Programs & Innovation, Shamika Eaggans, BSW Intern; and Joe Jistel and Amy Minchillo ; Faske Lay & Co., LLP.

Consent Agenda:

* The minutes from the April 22, 2013 meeting of the Board of Directors and corresponding resolutions. The Consent agenda was moved Director Flores, Director Ybarra seconded. The motion passed unanimously.

2012 and 2011 Audit Review by Faske Lay & Co.,LLP: Representatives: Joe Jistel and Amy Minchillo provided an extensive review of the draft audit report for 2012 and 2011. In the opinion of the auditors, the financial statements reviewed, fairly in all material respects represent the financial position of the agency and the changes in its net assets and cash flow are in accordance with the accounting principles generally accepted in the USA. Board members were provided an opportunity to review and submit any questions by COB May 30, 2013.

Finance Committee Report. Director Flores and Ms. Temperley reported on a review of the cost report from April 2013. With the addition of the transportation program services, the long term liabilities now include the purchase of a new vehicle. The profit and loss review was provided for January to April of 2013. Director Flores made a motion to approve the financials presented from April 2013. Director Angelow seconded the motion. The motion passed unanimously. Ms. Temperley reported that a temporary CPA will be assisting with financials and to assess cost report discrepancies from 2011 for submittal to TDADS.

Mission Moment and Executive Director Report: Due to time constraints, the ASPIRE review will be tabled. Ms. Temperley provided an overview of the revenue streams and the change in revenue from the private pay program, progress on the fundraising projects and program development including a leadership dinner for key attendants to assist with recruitment of others into education and wellness programs.

Board Business: Director Ford reported on the Governance Committee will continue to meet the 3rd Monday of each month at 9am at HAND. Ms. Temperley provided a presentation on the growth projections for the agency. The report will be placed on the 501(c)3 site for review and discussion at the June meeting.

Adjournment. There being no further business before the Board, the May 28, 2013 meeting adjourned at 1:00 pm.


Next Meeting: June 24, 2013.

ATTEST:

By:


Linda Ford, Vice-Chair
Board of Directors
Helping the Aging, Needy, and Disabled

By:


Nancy Crowther, Secretary
Board of Directors
Helping the Aging, Needy, and Disabled

MINUTES OF HAND BOARD OF DIRECTORS MEETING

The November meeting of the Board of Directors of HAND was held November 25, 2013 commencing at 11:30am. The meeting was held at HAND, 1640 B, Suite 200, Austin, Texas.

Call to Order. At 11:35am, the monthly HAND Board of Directors meeting was called to order by Director Griffin, Chair. Present at the meeting and constituting a quorum of the Board of Directors were the following persons:

Directors Attending:

John Griffin, Chair	Nancy Crowther, (via phone), Sec	Juan Cabeza
Linda Ford, Vice-Chair	Joe Fisher	Dave Angelow
Stacy Flores, Immediate Past Chair/ Treasurer	Amy Ybarra	

Absent:

Mark Hanna
Seth Sather
Juri Jang
Samantha Young

HAND Staff: Amy Temperley, Executive Director; Deidre Honea, Director of Development; Michelle Zadrozny, Director of Program Innovation, and Kevin Byrne, Chief Financial Officer

HAND Mission and Vision: The HAND Mission was read aloud by Director Griffin and the HAND Vision was read aloud by Director Ybarra.

Mission Moment: Ms. Temperley shared occurrences which reflected the commitment and caring of the staff and when attendants have shared the thanks that they have for their job and at HAND, where they feel valued.

Consent Items: Minutes from September 23, October 3 (via email), October 11, October 23 (via email) and the November agenda were adopted. NOTE: It was requested that the meeting minutes be available the week after the monthly meeting especially for action items and administrative needs. Director Crowther, Board Secretary, acknowledged and agreed to attempt to fulfill the request.

Executive Director's Report: Ms. Temperley reported on the activities of the grants from St. David's Foundation which intends to fund an additional \$100,000 to HAND over the next year (two payments – one in January 2014 and one mid-year 2014). This new funding would support social services, transportation, and charitable care program expenses. Dr Jang with UT is assisting Ms. Zadrozny to develop a survey tool to analyze data that will be collected from HAND consumers in Spring of 2014. The HAND consumer and attendant staff holiday event is slated for December 11 and all Board members were encouraged to come to have greater insight into HAND's mission and vision. Ms. Temperley reviewed 2014 strategic goals. HAND is using the CCAT (Core Competency Assessment Tool) through St David's and is getting training on how to interpret HAND's results. Administrative staff took the survey in October to guide management with organizational development designs.

Fundraising/Development Report: Ms. Honea is putting together a fundraising/development committee to include board members – both Directors Fisher and Sather are included. Employer engagement will be a focus area for development efforts. Director Griffin encouraged HAND to find creative funding sources and relayed that it would be important to have a specific financial goal and measurable outcomes as a target. The recent HAND fall fundraising luncheon event netted \$7,000.00. HAND is seeing increases in new donors.

MOWAM Update: Ms. Temperley reported having met with MOWAM Director, Dan Pruitt and has had some conversations around shared mission and vision. Directors Fisher and Cabeza emphasized the importance of recognizing that HAND has much to offer and will be in a stronger position if we don't believe that joining with a larger organization will resolve all of our agency problems as demonstrated from the issues with Komen foundation and United Way as larger organizations that still face challenges.

Finance Committee Report. Mr. Byrne reported that HAND is up \$26,000 this month, good from a cash perspective. HAND has \$568,000 in reserve. The Board requested to see projected year-end for 2013 along with assumptions to help board develop the 2014 goals proposed to be accomplished. Director Crowther requested that variances be provided in the financial report year to year, to give perspective on the goals for 2013 and 2014.

For the December Board meeting, Mr. Byrne will show comparative reports for the following: Budget to actual, year to year on annual basis, and projected end of year 2013. Director Flores recommended that the December meeting focus specifically on the financials and goals for 2014 and the projections. It was also suggested a holiday gathering with HAND leadership after the December Board meeting. All agreed.

Governance Committee: Director Griffin and the members of the Board Governance presented the approved recommendations for 2014 Board officers:

Chair: Amy Ybarra,
Vice Chair: Joe Fisher
Secretary: Nancy Crowther
Treasurer: Samantha Young


Motion to approve the slate of officers for 2014 was made by Director Ford and seconded by Director Flores. The HAND Board approved the selection and the officers who will take office in January 2014. Director Ford is stepping down from officer role going forward, as is Director Griffin. Both will remain on the Board, assisting with coaching management and Board leadership.

Adjournment: There being no further business before the Board, the November 25, 2013 meeting adjourned at 1:00 pm.

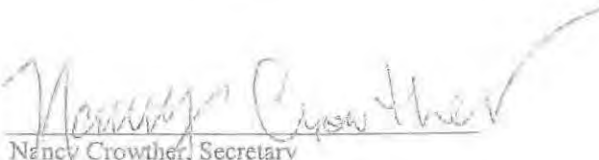
Next Meeting: December TBA-- 2013.

ATTEST:

By:


John Griffin, Chair
Board of Directors
HAND

By:


Nancy Crowther, Secretary
Board of Directors
HAND

AMENDED AND RESTATED BYLAWS
of
HELPING THE AGING, NEEDY AND DISABLED, INC.
a Texas Non-Profit Corporation

These Bylaws govern the affairs of **Helping the Aging, Needy and Disabled, Inc.**, a Texas nonprofit corporation. These Bylaws amend, restate, and replace all prior bylaws of the Corporation in their entirety.

ARTICLE 1. PURPOSES

1.01. General. The purposes for which Helping the Aging, Needy and Disabled is organized are: Helping the Aging, Needy and Disabled Inc. is organized and shall be operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

1.02 Powers. The Corporation shall be governed by a Board of Directors ("the Board"), which shall have all of the rights, powers, privileges and limitations of liability of directors of a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of the Corporation and shall delegate to the Executive Director and Corporation staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

ARTICLE 1. OFFICES

1.03. Principal Office. The Corporation's principal office in Texas will be located at the location listed in the Certificate of Formation as may be amended from time to time.

1.04. Registered Office and Registered Agent. The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Business Organizations Code.

ARTICLE 2. BOARD OF DIRECTORS

2.01. Management of Corporation. The Board of Directors will manage corporate affairs.

2.02. Number, Qualifications, and Tenure of Directors. The number of Directors shall consist of not less than 3 Directors, and not more than 17 Directors. Directors need not be Texas residents. Each director will serve for a term of two years. Directors may serve a maximum of 3 terms except for the Immediate Past Chair who may be approved for one additional year. After serving a total of three terms or three terms and one year, as the case may be, a Board member may be eligible for reconsideration as a Board member after one year has passed since the conclusion of such Board member's service. The term of the Chair will be for one year.

Individuals under the age of 21, employees of the Corporation, and immediate family members of clients of the Corporation may not serve as Directors.

2.03. Financial Obligations of Directors. Board members will make an annual financial contribution in an amount that is meaningful to them and in light of their means and resources.

2.04. Nominating and Electing Directors. At any meeting at which the election of a director is held, a director may nominate a person with the second of any director. A person who meets the qualifications for director and who has been duly nominated may be elected as a director. Directors will be elected by the vote of the Board. Each director will hold office until a successor is elected and qualifies. A director may be elected to succeed himself or herself as director.

2.05. Vacancies. The Board will fill any vacancy in the Board and any director position to be filled due to an increase in the number of directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board, or if it is a sole remaining director. A director selected to fill a vacancy will serve for the unexpired term of his or her predecessor in office.

2.06. Regular Meetings. The Board may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held inside or outside Texas, and will be held at the Corporation's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular Board meetings is required other than a Board resolution stating the time and place of the meetings.

2.07. Special Meetings. Special Board meetings may be called by, or at the request of, the Chair or any two directors. A person or persons authorized to call special meetings of the Board may fix any place within Texas as the place for holding a special meeting. The person or persons calling a special meeting will inform the secretary of the corporation of the information to be included in the notice of the meeting. The secretary of the Corporation will give notice to the directors as these Bylaws require.

2.08. Notice. Written or printed notice of any special meeting of the Board will be delivered to each director not less than 24 hours or more than thirty days before the date of the meeting. The notice will state the place, day, and time of the meeting; who called it; and the purpose or purposes for which it is called.

2.09. Quorum. A majority (51%) of the number of directors then in office, or 3 members of the Executive Committee, constitute(s) a quorum for transacting business at any Board meeting. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the directors present may adjourn and reconvene the meeting once without further notice.

2.10. Duties of Directors. Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Corporation's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared or presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A director is not relying in good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted.

Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

2.11. Duty to Avoid Improper Distributions. Directors who vote for or assent to improper distributions are jointly and severally liable to the Corporation for the value of improperly distributed assets, to the extent that, as a result of the improper distribution or distributions, the corporation lacks sufficient assets to pay its debts, obligations, and liabilities. Any distribution made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and discharge of or provision for payment and discharge of all known debts, obligations, and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented, unless they dissent in writing. The written dissent must be filed with the secretary of the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment.

A director is not liable if, in voting for or assenting to a distribution, the director (1) relies in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Corporation; legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of which the director is not a member; (2) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least that of their book value; or (3) in determining whether the Corporation made adequate provision for paying, satisfying, or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations. Furthermore, directors are protected from liability if, in exercising ordinary care, they acted in good faith and in reliance on the written opinion of an attorney for the Corporation.

Directors held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distributions knowing they were improper. Contribution is in proportion to the amount received by each such person.

2.12. Delegating Duties. Directors may select advisors and delegate duties and responsibilities to them, such as the full power to buy or otherwise acquire stocks, bonds, securities, and other investments on the Corporation's behalf; and to sell, transfer, or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor deems appropriate. The directors have no liability for actions taken or omitted by the advisor if the Board acts in good faith and with ordinary care in selecting the advisor. The Board may remove or replace the advisor at any time and without any cause whatsoever.

2.13. Interested Directors or Officers. Contracts or transactions between directors, officers, or employees who have a financial interest in the matter are not void or voidable solely for that reason. Nor are they void or voidable solely because the director, officer, or member is present at or participates in the meeting that authorizes the contract or transaction, or solely because the interested parties votes are counted for the purpose. However, every director, officer, or employee with any personal interest in the transaction must disclose all material facts concerning the transaction, including all potential personal benefit and potential conflicts of interest, to the members of the Board. The transaction must be approved by a majority of the Board if the interested person is an officer or employee, or the uninterested directors if the interested person is a director.

2.14. Actions of Board of Directors. The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of directors present and voting at a meeting at which a quorum is present is enough to constitute the act of the Board, unless the act of a greater number is required by law or by some other provision of these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a director who is represented by proxy in a vote is considered present

2.15. Proxies. A director may vote by proxy. All proxies must be in writing, must bear the signature of the director giving the proxy, and must bear the date on which the proxy was executed by the director. No proxy is valid after three months from the date of its execution.

2.16. Compensation. The Board will not receive salaries for their services however they may be reimbursed for approved expenses related to corporation business.

2.17. Removing Directors. The Board may vote to remove a director at any time, only for good cause. Good cause for removal of a director includes, without limitation, the unexcused failure to attend three consecutive Board meetings, or failure to meet the director's financial obligation described in Section 2.03 above. A meeting to consider removing a director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the Board of Directors. The notice of the meeting will state that the issue of possibly removing the director will be on the agenda and the notice will state the proposed cause for removal.

At the meeting, the director may present evidence of why he or she should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the

Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director.

A director may be removed by the affirmative vote of fifty one percent (51%) of the Board, not including the director that is being voted upon.

ARTICLE 3. OFFICERS AND COMMITTEES

3.01. Officer Positions. The Corporation's officers will be a Chair, immediate past Chair, a secretary, a Chair Elect, and a treasurer. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. The same person may hold any two or more offices simultaneously, except for president and secretary.

3.02. Election and Term of Office. The Corporation's officers will be appointed annually by the Board in December. If officers are not appointed at this time, they will be appointed as soon thereafter as possible.

Each officer will hold office until a successor is duly selected and qualifies. An officer may be appointed to succeed himself or herself in the same office.

3.03. Removal. Any officer appointed by the Board may be removed by the Board with or without good cause. Removing an officer will be without prejudice to the officer's contractual rights, if any.

3.04. Vacancies. The Board may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.

3.05. Chair. The Chair shall be responsible for leadership of the Board in discharging its powers and duties and shall, in general, supervise and control all of the business and affairs of the Corporation. The Chair may also be named as one of the officers who shall sign checks or drafts of the Corporation.

3.06. Chair Elect. When the Chair is absent, cannot act, or refuses to act, a Chair elect will perform the Chair's duties. When acting in the Chair's place, the Chair Elect has all the powers of and is subject to all the restrictions on the Chair. A Chair Elect will perform other duties as assigned by the Chair or Board.

3.07. Immediate Past Chair. The Immediate Past Chair will:

The Immediate Past Chair, if any, shall assist in advancing the goals and objectives of the Corporation through the application of knowledge gained through past Board experiences. The Immediate Past Chair shall be responsible for specific tasks delegated by the Executive Committee.

3.08. Treasurer. The treasurer will:

- (a) Chair the Finance Committee.
- (b) May be named as one of the officers who shall sign checks or drafts of the Corporation.
- (c) Work closely with the Executive Director to ascertain that appropriate procedures are being followed in the financial affairs of the Corporation.
- (d) Consult with the Executive Director to determine the maintained of the Corporation's bank accounts and investments.
- (e) Review the Corporation's financial books and records and make financial information available to Board members and the public.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the president or the Board.

3.09. Secretary. The Secretary will:

- (a) Give all notices as provided in the bylaws or as required by law.
- (b) Take minutes of the meetings of the members and the Board and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records and seal.
- (d) Affix the corporate seal to all documents as authorized.
- (e) Keep a register of the mailing address of each director, officer, and employee of the Corporation.
- (f) Perform duties as assigned by the president or the Board.
- (g) Perform all duties incident to the office of secretary.

3.10. Standing Committees. The Board of Directors may designate one or more standing committees as are necessary and which are not in conflict with other provisions of these Bylaws, and the duties of any such standing committees shall be prescribed by the Board of Directors upon their designation. Each such standing committee shall consist of three or more persons, the majority of which shall be Directors of the Corporation.

The Board hereby designates the following committees as standing committees of the Corporation: Finance Committee and Executive Committee.

3.11. Executive Committee. The Chair, Chair Elect, Immediate Past Chair, Treasurer, and Secretary, shall constitute the “Executive Committee”. The Executive Committee shall have the authority to act on behalf of the Corporation in between Regular Meetings of the Board of Directors. The Board of Directors must validate the actions of the Executive Committee at its next Regular or Special Meeting. Any such action not so validated will not be legally binding on the Corporation. The Chair shall act as chairperson of the Executive Committee. Three members of the Executive Committee shall constitute a quorum for the transaction of business, and all decisions shall be by majority vote of those present. The Executive Committee coordinates the annual performance review of the Executive Director.

3.12 Finance Committee. The Finance Committee shall be composed of three or more board members, one of whom shall be the treasurer. The Finance Committee shall oversee all financial operations of the organization, develop long range fiscal plans, procure and review any and all external audits, and prepare and recommend an annual operating budget to the Board.

3.13. Additional Committees. The Board of Directors may from time to time designate and appoint additional standing or temporary committees by majority vote of the Board of Directors. Such committees shall have and exercise such prescribed authority as is designated by the Board of Directors. The Directors may authorize these committees to exercise any powers, responsibilities, and duties consistent with the Articles of Incorporation and these bylaws. Each will be composed of three to five members and have a committee chairperson designated. Committees will submit verbal status reports to the Board of Directors as well as a written report when significant objectives are met or a task is completed.

ARTICLE 4. TRANSACTIONS OF CORPORATION

4.01. Contracts. The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

4.02. Deposits. All the Corporation’s funds will be deposited to the credit of the Corporation in banks, trust companies, or other depositories that the Board selects.

4.03. Gifts. The Board may accept, on the Corporation’s behalf, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board may make gifts and give charitable contributions not prohibited by these Bylaws, the Certificate of Formation, state law, and provisions set out in federal tax law that must be complied with to maintain the Corporation’s federal and state tax status.

4.04. Potential Conflicts of Interest. Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

4.05. Prohibited Acts. As long as the Corporation exists, and except with the Board's prior approval, no director, officer, or committee member of the Corporation may:

- (a) Do any act in violation of these Bylaws or a binding obligation of the Corporation.
- (b) Do any act with the intention of harming the Corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the Corporation's intended or ordinary business.
- (d) Receive an improper personal benefit from the operation of the Corporation.
- (e) Use the Corporation's assets, directly or indirectly, for any purpose other than carrying on the Corporation's business.
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- (g) Use the Corporation's name (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of its business.
- (h) Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 5. BOOKS AND RECORDS

5.01. Required Books and Records. The Corporation will keep correct and complete books and records of account in accordance with record retention policy. The books and records shall include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the Certificate of Formation, and any certificate of amendment, restated certificate, certificate of merger, certificate of consolidation, and statement of change of registered office or registered agent.

- (b) A copy of all bylaws, including these Bylaws, and any amended versions or amendments to them.
- (c) Minutes of the proceedings of the Board, and committees having any of the authority of the Board.
- (d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation.
- (e) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
- (f) The Corporation's federal, state, and local tax information or income-tax returns for each of the Corporation's three most recent tax years.

5.02. Inspection and Copying. Any director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate books and records required to be kept under the bylaws. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees.

ARTICLE 6. FISCAL YEAR

6.01 Fiscal Year. The Corporation's fiscal year will be the calendar year.

ARTICLE 7. INDEMNIFICATION

7.01. When Indemnification Is Required, Permitted, and Prohibited.

- (a) The Corporation will indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the Corporation's request as a director, officer, partner, venture, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise.
- (b) The Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit

from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of solo contender or its equivalent does not necessarily preclude indemnification by the Corporation.

- (c) The Corporation will pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.
- (d) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited by paragraph 8.01(b), above.
- (e) The corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in paragraph 8.03(c), below, have been satisfied. Furthermore, the Corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

7.02. Extent and Nature of Indemnity. The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

7.03. Procedures Relating to Indemnification Payments.

- (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
 - (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.
 - (iii) Determination by special legal counsel selected by the Board by the same vote as provided in sub subparagraphs (i) or (ii), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.
- (b) The Corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by subparagraph (a)(iii), above, governing selection of special legal counsel. A provision contained in the Certificate of Formation or a resolution of members or the Board that requires the indemnification permitted by paragraph 8.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.
- (c) The Corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under subparagraph (a), above.

In addition to this determination, the Corporation may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that he or she has met the standard of conduct necessary for indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

ARTICLE 8. NOTICES

8.01. Notices. Any notice required or permitted by these Bylaws to be given to a director, officer, or member of a committee of the Corporation may be given by mail, hand-delivery,

facsimile, or electronic mail. A notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the corporate records, with postage prepaid, or when sent via email, or when actually delivered via any other permitted method. A person may change his or her address in the corporate records by giving written notice of the change to the secretary of the corporation.

8.02. Signed Waiver of Notice. Whenever any notice is required by law or under the Certificate of Formation or these Bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

8.03. Waive Notice by Attendance. A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 9. SPECIAL PROCEDURES CONCERNING MEETINGS

9.01. Meeting by Telephone. The Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference-call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice; and a person's participating in a conference-call meeting constitutes his or her presence at the meeting.

9.02. Decision Without Meeting. Any decision required or permitted to be made at a meeting of the Board, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter. Consent by email is accepted. The original consents will be placed in the Corporation minute book and kept with the corporate records.

9.03. Proxy Voting. A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. A proxy filed with the secretary of the Corporation or other designated officer remains in force until the first of the following occurs:

- (a) An instrument revoking the proxy is delivered to the secretary or other designated officer.
- (b) The proxy authority expires under the proxy's terms.
- (c) The proxy authority expires under the terms of these Bylaws.

ARTICLE 10. AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed.

ARTICLE 11. WINDING UP

Once winding up is authorized and the Corporation has ceased operations, the Corporation shall return its conditionally held assets, if any, and discharge any and all corporate obligations. After returning conditionally held assets and discharging corporation obligations, the Corporation shall distribute all remaining assets to one or more nonprofit organizations of its choosing.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.01. Legal Authorities Governing Construction of Bylaws. These Bylaws will be construed under Texas law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

12.02. Legal Construction. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

12.03. Headings. The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

12.04. Number. All singular words include the plural, and all plural words include the singular.

12.05. Power of Attorney. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

12.06. Parties Bound. The Bylaws will bind and inure to the benefit of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Helping the Aging, Needy and Disabled, Inc. and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly amended at a meeting by the Board of Directors held on September 17, 2012.

Dated: 9/28/2012
By: Nancy Crowther
Name: Nancy Crowther
Title: Secretary of the Corporation

Section 0610
Application Threshold Checklist

AGENCY NAME: Helping the Aging, Needy and Disabled (H.A.N.D.) C&SS Program

I. BOARD OF DIRECTORS

- X Yes No 1. The Board meets regularly (at least three times per year)
X Yes No 2. Board members have specific terms with beginning and ending dates

II. FINANCIAL STABILITY

- X Yes No 1. Agency has submitted all due 990 tax returns to the IRS
X Yes No 2. Agency has received an unqualified and/or unmodified audit opinion for the two most recent consecutive audit years
X Yes No 3. Audit does not reflect "going concern uncertainty" for the two most recent consecutive audit years
X Yes No 4. No material financial management issues were cited in the most recent audit. If issues were noted, agency has implemented necessary changes.

III. AGENCY ADMINISTRATION

- X Yes No 1. Agency is eligible to contract and not debarred from contracting, according to SAM.gov (www.sam.gov) and City Debarment information (City of Austin Suspended & Debarred Vendors)

IV. AGENCY CERTIFICATION

- X Yes No 1. Agency is current in its payment of Federal and State payroll taxes
X Yes No 2. Agency does not owe past due taxes to the City
X Yes No 3. Within the last 5 years, Agency has a minimum of 2 years experience working with target populations and providing proposed services to clients
X Yes No 4. Board minutes reflect that the Board regularly reviews program performance
X Yes No 5. The Board annually approves the budget and reviews financial performance

***Please attach a written explanation for any item above marked as "No"**

By signing below, the Agency understands the information published at <http://austintexas.gov/article/social-services-solicitation> is fully incorporated into this solicitation.

Certified by: Agency Executive Director:

Signature

April 24, 2014

Date

Agency Board Chair:

Signature

April 24, 2014

Date

Verified by: City Staff:

Signature

Date

Section 0615
Connection to Self-Sufficiency Goals
and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

Select **only one (1)** of the following as the primary Self Sufficiency Goal your Application will address:

- ☒ Safety Net Infrastructure
- Transition Out of Poverty
- Problem Prevention
- Universal Support Services
- Enrichment

Select **only one (1)** of the following Life Continuum Categories your application will address based on the primary goal selected:

- Early Childhood
- Youth
- Adults and Families
- ☒ Seniors & Persons with Disabilities

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

Self-Sufficiency Goals:

- Safety Net Infrastructure
- ☒ Transition Out of Poverty
- ☒ Problem Prevention
- ☒ Universal Support Services
- ☒ Enrichment

Life Continuum Categories

- Early Childhood
- Youth
- ☒ Adults and Families
- Seniors & Persons with Disabilities

Section 0620

Client Eligibility Requirements

Unless otherwise stated in the contract work statement, these requirements apply to all clients served with City Social Services funding.

General

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - o Annual certification of client eligibility
 - o Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - o If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - o Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - o Clients in programs specifically designed for and targeted to victims of violence are not subject to identity, residency or income requirements
 - o Eligibility exceptions for any other type of clients and/or documentation requirements must be described in the Contract Work Statement
- Date client eligibility was established by agency must be indicated in client file

Identity

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - o A government –issued identification; or
 - o A signed Self-Declaration of Identity supported by client residency documentation

Section 0620

Client Eligibility Requirements

Residency

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)
 - U.S. Postal Service website (verification of County only) (www.usps.com)

Family Size

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
- One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.

Income

- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change.
- Client must provide supporting documentation of income for the period of at least 30 days prior to certification of all family members 18 years old or older living in the household.
- Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

Section 0620

Client Eligibility Requirements

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client and family member income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, client can sign declaration of no income for family member.

Section 0620

Client Eligibility Requirements

- Client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility

Recertification

- Agency must recertify a client within 45 days of being notified of a change in family circumstances (e.g. family income, residence, and/or family composition to ensure client is still eligible to receive City of Austin funded services.
- Unless specified by Grant/Funding Source, recertification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances) by the 13th month.
- Date client recertification was conducted by agency must be indicated in client file.
- If client exits the program, recertification is not required.

Section 0625

Homeless Housing Habitability Standards

Except for such variations as are proposed by the Applicant and approved by the City of Austin, homeless housing (including shelter, transitional, and permanent supportive housing) must meet the following requirements:

1. *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
2. *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
3. *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
4. *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
5. *Water supply.* The water supply must be free from contamination.
6. *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
7. *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.
8. *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
9. *Food preparation and refuse disposal.* All commercial kitchens providing group meals by staff or volunteers must be approved by the City of Austin Health and Human Services Department Environmental Health Services Division. The City of Austin requires operators of Food Enterprises to submit a list of all employees with their date of birth, job titles, and their Food Handler or Food Manager City of Austin registration number at the time of their annual permit renewal. Food Handler Registration with the City of Austin is required for employees working in a Food Enterprise. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
10. *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.
11. *Fire safety.*
 - (a) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - (b) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Section 0630

Homeless Management Information System (HMIS) Reporting Requirements

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of “Excellent” or “Acceptable”
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

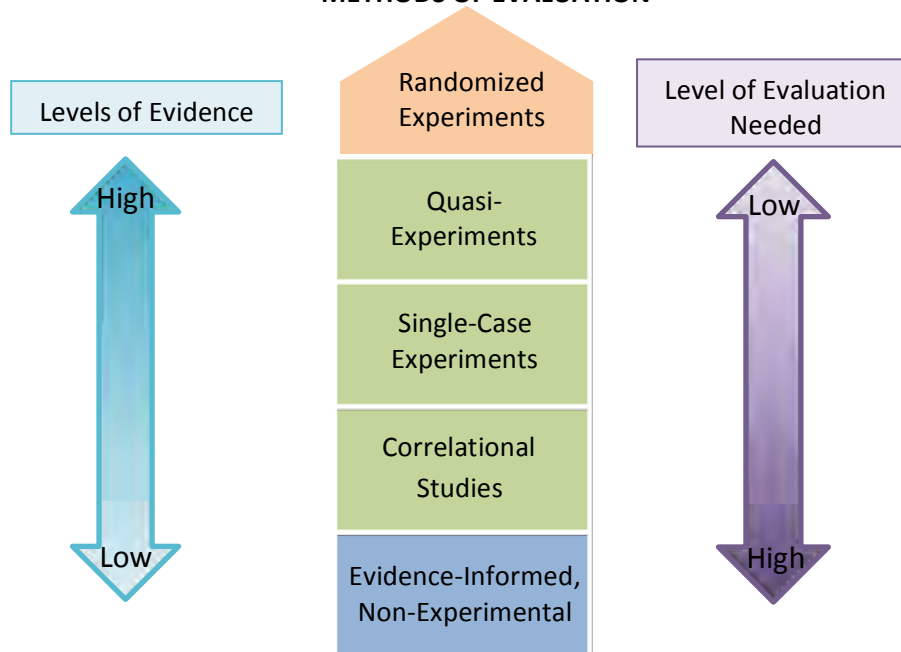
If data quality reports fall below minimum standards, payments may be withheld until reports improve to “Excellent” or “Acceptable” ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.

Section 0635 Defining Evidence Guideline

EVIDENCE TERM	DESCRIPTION	PROS	CONS	LEVEL OF EVALUATION NEEDED*
Evidence-Based	A randomized control group that may or may not be replicated	Strong indication that the program caused the change	Cannot always be applicable or comparable to desired population	Low
Research-Based	Compares outcomes for a group that had access to a practice with those who did not but are similar on observable characteristics	More flexible than evidence-based	May have causal influences but can't be confident results are not due to other contributing factors	Medium
Promising	Practices that are consistent with theory and knowledge about early childhood practices but there is little evidence-based research to determine whether they work	In a domain that lacks a lot of evidence-based research, these allow responses to community needs, and include innovative ideas in doing so	Little to no evidence of the efficacy of the practice	High
Mixed Results	Practices which have been shown not to work in some cases but have been shown to work in another case	Opportunity not to exclude something that could work in a particular situation	There is evidence that it doesn't work	Extremely High
Ineffective	Practices which have been proven not to work	Can exclude these practices from receiving resources		Not advised for funding
*If a known model is being used with the intended population and maintaining fidelity to the model, then the level of evaluation needed is lower. The more a practice moves away from that, the higher the level of evaluation is needed.				

METHODS OF EVALUATION



Graphic adapted from "Research Hierarchies," by Allen Rubin (2008) and "Becoming Evidence-Based: What Does it Take" by Child Trends (2010)

Researched and written by Lori Axler Miranda of Travis County Health and Human Services & Veteran Services, Research & Planning. (Spring 2013)

Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	TOTAL (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	175		175

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	TOTAL (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	525		525

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	TOTAL (City + All Other) Goal
Number of rides provided to clients each year of the contract period	1,500		1,500

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Seniors and people with disabilities served will maintain housing	175
Number of seniors and people with disabilities served that maintain housing	140
Percent of seniors and people with disabilities served that maintain housing	80%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Seniors and people with disabilities served will express satisfaction with services	175
Number of seniors and people with disabilities served who express satisfaction with services	166
Percent of seniors and people with disabilities served who express satisfaction with services	95%

(For additional Output or Outcome measures, copy and paste the blocks above and re-number accordingly)

Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Independent Care Coordinator	1
Special Attendant	1
Client Services Director	.25
Personal Care Attendants (multiple)	
Driver	.75
TOTAL FTEs =	3

Section 0615
Connection to Self-Sufficiency Goals
and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

Select **only one (1)** of the following as the primary Self Sufficiency Goal your Application will address:

- ☒ Safety Net Infrastructure
- ☐ Transition Out of Poverty
- ☐ Problem Prevention
- ☐ Universal Support Services
- ☐ Enrichment

Select **only one (1)** of the following Life Continuum Categories your application will address based on the primary goal selected:

- ☐ Early Childhood
- ☐ Youth
- ☐ Adults and Families
- ☒ Seniors & Persons with Disabilities

If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

Self-Sufficiency Goals:

- ☐ Safety Net Infrastructure
- ☒ Transition Out of Poverty
- ☒ Problem Prevention
- ☒ Universal Support Services
- ☒ Enrichment

Life Continuum Categories

- ☐ Early Childhood
- ☐ Youth
- ☒ Adults and Families
- ☐ Seniors & Persons with Disabilities

Section 0835: Non-Resident Bidder Provisions

Company Name Helping the Aging, Needy, and Disabled (H.A.N.D.)

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NA Which State:

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: NA

Part I – Program Overview and Strategy

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

1. How We Meet Primary Self-Sufficiency Goal and Life Continuum Category

Through our Charitable and Sliding Scale Program, Helping the Aging, Needy and Disabled Inc. (H.A.N.D.) proposes to address the Safety Net Infrastructure as a primary goal for the Seniors & Persons with Disabilities Life Continuum. We will accomplish the Safety Net Infrastructure primary goal and objectives by providing the following services to 175 seniors and persons with disabilities who are living 200 percent below the federal poverty guidelines:

- Personal care attendants, on a charitable or sliding scale basis, to help Austin area elderly, disabled and ill citizens remain living at home, in safe and healthy conditions, as long as possible - personal care attendants help clients with the tasks of daily life that most of us take for granted, such as bathing, dressing, grooming, toileting, housekeeping, laundry, shopping and meal preparation.
- H.A.N.D. social services to assess client needs and connect them to additional resources in the community to assist with social, emotional, financial, housing and other issues that impact their daily lives
- Transportation to the Dr. through our program H.A.N.D. Mobile and through a subcontract with Drive A Senior, we can ensure that clients get to grocery store and other important appointments
- H.A.N.D. volunteers will assist with home repairs, yard work and other small chores, and will provide additional, important social interaction to the elderly, disabled, ill and homebound citizens to address loneliness and depression

B. Target Population(s) for the Goal(s)

1. Target Population To Be Served.

The target population that will be served is the same as our current service population, which includes individuals who are living at or below 200 percent of the Federal Poverty

Guidelines and have immediate needs, which include:

- Travis County elderly,
- Individuals (over age 18) who have a disability,
- Those recuperating from illness.

In 2013, 574 individuals received H.A.N.D. services. Of clients served:

82% were over age 55,

30% Disabled,

74% Female,

26% Male,

35% Hispanic, and

26% African American

2. Data Sources Demonstrating Need

H.A.N.D. was established in 1972 to specifically bridge a gap in Austin area personal care services for financially and physically fragile elderly, disabled and ill citizens needing home care to enable them to continue to live in their homes.

The H.A.N.D. Charitable Care/Sliding Scale Program is important to the Austin community for

the following reasons:

- According to the Community Action Network (CAN), Central Texas is one of the fastest growing metro areas in the nation, and the fastest growing segment is low-income citizens.¹
- A Brookings Institution analysis also shows that our area has the fastest growing “pre-senior” population (age 55-64) in the nation, and the second fastest growing senior population (age 65+).²
- The combined effect of this “silver tsunami,” and low-income citizens, will challenge our community’s capacity to provide quality living conditions for indigent elderly.
- Also of concern is the 70+ percent of citizens with disabilities living in poverty³, and those low-income citizens who are ill and unable to afford in-home assistance.
- Free or sliding scale personal care attendant services is an unmet need in the community, and the H.A.N.D. Charitable Care/Sliding Scale Program is the only service of its kind in Central Texas.

For many of our clients, the services that we provide become the difference between remaining at home and having to enter a nursing home. Though we cannot always prevent assisted living or nursing home placement, we can promote independence and make personal home living a safe and comfortable choice.

With the addition of social work services, we are now able to more deeply assess clients and connect them to additional resources in the community to assist with social, emotional, financial,

¹ <http://www.cancommunitydashboard.org/>

² William H. Frey, “The Uneven Aging and ‘Younging’ of America: State and Metropolitan Trends in the 2010 Census”, Metropolitan Policy Program at Brookings, June 2011, 9, <http://www.brookings.edu/research/papers/2011/06/28-census-age-frey>

³ Barnes, C., & Mercer, G. (2003). Disability. Malden, MA: Blackwell Publishers

housing and other issues that impact their daily lives.

We additionally have a passion for ensuring that everyone in our community regardless of income, race/ethnicity and other potential barriers has access to the same array of services.

The majority of our clients live at or below poverty level and would be unable to afford this level of care on their own. H.A.N.D. bills the Medicaid program for services when possible and provides charitable and sliding fee scale care to the non-Medicaid eligible.

3. Strategies That Will Be Implemented To Serve Clients With Criminal History

H.A.N.D. does not intake information about our clients' criminal history. We do, however, perform criminal background checks and Office of the Inspector General checks (OIG) on our personal care attendants, as required by our home care license. We are prohibited from hiring anyone with certain criminal record hits to serve as an attendant.

4. How Client Eligibility Requirements Will Be Documented For Target Population

When the Independent Care Coordinator completes the initial in-home client assessment, City of Austin residency status is confirmed and proof of income is requested. Clients who receive sliding-scale services from H.A.N.D. are living at or below 250 percent Federal Poverty Guidelines as determined by: current bank statements, award letters, current income tax return and any other supportive financial documents.

5. Culturally and Linguistically Appropriate Services

The H.A.N.D. Charitable Care/Sliding Scale Program was specifically designed to be client-

centered. As such the personal preference of a client regarding their assigned personal attendant is very important. During the initial in-home client assessment, the Independent Care Coordinator determines individualized needs and personal preferences of each client and assigns an attendant accordingly. H.A.N.D. employs 300+ personal care attendants each year of which - 93 percent are women, 54 percent are Hispanic, 32 percent are Black and 48 percent are over the age of 65 - allowing for clients to easily be matched with their attendant of choice.

Frequently clients served by H.A.N.D., have a specific person in mind to be their personal attendant. H.A.N.D. is generally able to facilitate these requests, if the prospective attendant meets the hiring process requirements.

Hiring family members or friends is a common home health care industry practice, as clients are more comfortable receiving care from a trusted individual. Hiring family members provides an additional safety net because many family members often have to reduce hours at work or resign from their job in order to care for their loved one. This practice allows family members to earn income for the work they perform.

The aging and disabled population served by H.A.N.D. is uniquely vulnerable due to lack of access to information, limited financial resources, low educational attainment, and lack of awareness of their rights - making it critical that clients are given a choice when it comes to their attendant. H.A.N.D. is confident in its ability to provide clients with the attendant best suited to their preferences and needs as 85 percent of clients remain with the same caretaker for 12 months of more.

H.A.N.D. has bi-lingual case managers, office staff and personal care attendants (English/Spanish). We additionally offer ESL classes to our Spanish speaking staff who would like to work with English speaking clients.

C. Program Strategy to Accomplish the Goals

1. Program Strategies

The H.A.N.D. Charitable and Sliding Scale Program will accomplish the goals the Safety Net Infrastructure goals for the Seniors & Persons with Disabilities Life Continuum through the following strategies:

- A H.A.N.D. Independent Care Coordinator meets with a new client at their home to assess the client's needs.
 - An individual service plan is generated with the client's permission.
 - Following the assessment, the Independent Care Coordinator and/or H.A.N.D. Social Worker assists the client with system navigation to identify and obtain additional services or resources as needed. System navigation support is an essential service that eliminates duplication of services by multiple agencies, as well as ensuring all the needs of the client are met.
 - A personal care attendant, compatibly matched to the client, provides personal assistance with bathing, dressing, and grooming; meal preparation and feeding; toileting; transfer and assistance with ambulation; light cleaning and laundry and escorting to medical visits.
- Matching clients with attendants they are comfortable with and trust is very important. The elderly and disabled are a vulnerable population and services being provided can be very

personal in nature and are performed in the client's home. H.A.N.D. takes great care in matching clients with attendants that fit their individualized needs and personal preferences and is proud to report 85 percent of clients remain with the same attendant for the duration of the program.

- The H.A.N.D. Client Assistance Fund provides clients with items necessary for daily activities such as, durable medical equipment, incontinent supplies and cleaning supplies. An additional role of the Client Assistance Fund is to provide financial assistance with prescriptions, medical costs and limited funeral costs.
- Transportation to doctor's appointments and to the grocery store, provided by H.A.N.D. Mobile or Drive A Senior, is scheduled as needed, and coordinated by our social worker, working in tandem with the client.

2. How Proposed Strategies Reflect Evidence Or Research-Based, Or Promising Practices

Elderly, disabled and ill citizens with willing and available family members to help, or the financial means to hire help, can look forward to living at home for as long as possible. But those without those assets will most likely languish at home in unsafe and unhealthy conditions until forced into an institution. Assisting the elderly and disabled to remain at home is established as a best practice, both in terms of individual's preference, as well as maintaining emotional and physical health, in addition to being the most cost effective option.

Annual studies confirm that nursing home and assisted living costs for long-term care continue to rise at rates greater than overall inflation (Genworth Financial's 10th annual Cost of Care Survey - <https://www.genworth.com/corporate/about-genworth/industry-expertise/cost-of-care.html>).

However, the cost of in-home care has risen at annual rates of 1 percent or less during the past five years, and this is the place where people overwhelmingly prefer to be treated if possible. The Texas Department of Aging and Disability Services found that institutional care is at least ten times more expensive than community based care (Blue Book, 2010). In home-care is a cost effective way to promote self-sufficiency at a fraction of the cost.

Another issue of concern is depression, which has been identified as one of the biggest risk factors for increased disability and mortality in frail elders (American Psychological Association: Prolonging Vitality, 2008). While it is estimated that one percent of elders living in the community suffer from depression, it dramatically increases to 25 percent for those living in a nursing homes (Depression in Geriatric Medical and Nursing Home Patients, 1998). According to a study in the *American Journal of Psychiatry* depression in older adults is associated with a more than 2-fold increased risk for mortality (Lavretsky, 2010).

City of Austin Demographers predict a “silvery tsunami” of low-income elderly citizens is speeding our way. Providing an economical infrastructure of home care to enable our aging population to not only live at home as long as possible, but to live there in good health and safety is a looming challenge, and one that H.A.N.D. is prepared to address with the City’s help. While health care costs continue to skyrocket, state and local budgets are being slashed in response to decreased revenues and record budget deficits. Providing cost effective options to institutionalization is a critical need.

3. How Strategies Align With Scope Of Work Goals/Principal Objective And Goals

The H.A.N.D Charitable Care/Sliding Scale Program aligns with the following objectives of the Safety Net Infrastructure primary goal, for the Seniors & Persons with Disabilities Life Continuum:

- Services/supports to enable seniors to age-in-place and seniors and persons with disabilities avoid institutionalization – providing personal care attendants ensures that fragile seniors and disabled or ill, low-income citizens of our community can remain in their homes as long as possible.
- Cognitive, mental, behavioral health services, access to recreation/social engagement, and home visits to avoid depression, anxiety, suicide, substance abuse, and address dementia – In addition to the personal care attendants who make regular, daily visits to our clients, we also provide volunteers who attend to their special needs, which importantly includes social interaction to help avoid the above problems that come with isolation.
- Support for family and paid caregivers that promote their self-care, health and effectiveness – The Charitable Care/Sliding Scale Program acts not as a replacement for family caregivers, but rather as a supplement and respite to caregiving. This helps promote healthier caregivers.
- Affordable housing options, transportation, and social service referrals – Included in our services is support/assistance and referrals from a licensed Social Worker to ensure that opportunities for meeting needs are maximized for our clients. We do not duplicate social services, but rather serve as a conduit to connect our clients with existing social services.

4. How Strategies Correspond To Imagine Austin Comprehensive Plan

The H.A.N.D. Charitable Care/Sliding Scale Program corresponds in particular to the Imagine Austin Comprehensive Plan mission that “people across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation.” The unique services provided by H.A.N.D. and our collaborative partner, Drive a Senior, will ensure that low-income, elderly, disabled and ill citizens can live at home in a safe and healthy environment, and that they will have free, reliable transportation to doctor’s appointments and to enable them to tend to other essential matters. We additionally have a food pantry and have been working with the UT School of Nursing to address the nutrition of both our clients and attendants.

5. Barriers Challenges And How Mitigated

H.A.N.D. has provided in-home non-medical care services to the elderly and the disabled since 1972 and has identified three challenges to providing services.

Potential Barrier: Client has pre-identified a family member or friend as their attendant-of-choice and the potential attendant-of-choice does not pass the Criminal Background check and is therefore unemployable by the agency (TDADS licensure requirement).

Solution: The client has the option of selecting an attendant from our diverse workforce. We are confident in its ability to ability to match clients with attendants, as 85% of clients remain with the same attendant for at least 12 months.

Potential Barrier: Client is reluctant to disclose financial assets to receive services at sliding-scale co-pay.

Solution: When the Independent Care Coordinator meets the client at their home to assess the

client's needs and complete necessary forms, the trust issue is addressed.

Potential Barrier: The majority of H.A.N.D. employees rely on public transportation while at work and the client does not live close to a bus route.

Solution: An attendant is hired that lives within walking distance to the client or owns a personal vehicle. We also provide bus passes to attendants who serve 2 or more clients through support from the Basic Transportation Needs Fund.

6. How Strategies Implemented To Reach Multiple Life Continuum And How Collaborative/Cooperative Will Maximize Service Delivery

In addition to serving seniors and the disabled, the Charitable Care/Sliding Scale Program also reaches adults and families because our services provide respite for the adult family members of the senior and disabled individuals that we serve. We also want to point out (although we have applied separately for funding to support our personal care attendants), because we employ some of Austin's lowest paid, least educated citizens – most of which are women and many of which are the sole breadwinners in their families, we also impact them – helping to keep them employed, in spite of their lack of education.

7. Barriers/Challenges And How We Will Overcome Them

The barriers we encounter in serving the adult/family continuum are:

- Maintaining a reliable, capable workforce to serve our primary target audience (elderly/disabled/ill). We are addressing that through our Aspire employee enrichment program that provides training, counseling, and advancement opportunities.
- Maintaining two-way trust with the family members of our clients. We address this

through regular and open communication.

8. Subcontractor Partnership and Informal Relationships - How Necessary For Strategies

We are subcontracting with Drive A Senior to provide reliable transportation for our clients.

Drive a Senior is a network of non-profits that connects volunteers with non-driving seniors in the Austin area to provide free, safe, and personal transportation to grocery stores, nutritional sites, medical appointments and social outings. H.A.N.D. HAS a van for medical rides, but by engaging Drive A Senior, we estimate that we can help an additional 25-35 clients per week. Other cooperative partners, not funded under this application, and their roles in the Charitable Care/Sliding Scale Program, include the following:

ADAPT	Consulting/Referrals
AGE of Central TX	Consulting/Referrals
Aging Services Council	Consulting/Referrals
Americorps VISTA	Staffing
Area Agency on Aging	Consulting/Referrals
Ascend Learning Center	Adult G.E.D. and job readiness programs for attendants
Austin Energy	Reduced Cost Utilities
Austin Tenants Council	Consulting/Referrals
Capital Area Counseling	Counseling Services
City of Austin	Funding/Consulting
Community Care	Consulting/Referrals
English at Work	Language programs for attendants
Family Eldercare	Consulting/Referrals

Foundation Communities	Housing Consulting/Referrals
Goodwill	Home and Personal Items
Meals on Wheels and More	Meals and Other Client Service on Referral Basis
Mobile Loaves and Fishes	Referrals
One Voice Central Texas	Consulting
Austin-Travis County Integral Care	Consulting/Referrals
United Way	Consulting/Referrals

9. Project Activities

- Clients referred from a variety of sources
- Independent Care Coordinator meets with new client at their home to assess needs
- Individual service plan generated for the client
- Independent Care Coordinator or Social Worker assist client with system navigation to identify and obtain additional services or resources as needed
- Individual service plan carried out by a personal care attendant who provides services such as: personal assistance with bathing, dressing, and grooming; meal preparation and feeding; toileting; transfer and assistance with ambulation; light cleaning and laundry and escorting to medical visits
- Transportation, provided by H.A.N.D. Mobile or Drive A Senior – scheduled as needed – coordinated by H.A.N.D. social worker, working in tandem with client
- Program assessment performed on an ongoing rotating basis to assess performance of work by personal care attendant
- Six and 12-month survey of clients to assess satisfaction with their personal care attendant

and with the program services

- Program outputs and outcomes reviewed at 6 and 12 months to determine what if anything needs to be done differently
- Program activities reported to the H.A.N.D. board on a monthly basis, and assessments reported at 6 and 12-months.

10. Homeless Intervention Services

N/A

D. Performance Measures – Impact on the Goals

The anticipated **outputs per 12-month contract period**, for the primary goal of providing safety net services for elderly, disabled and homebound individuals living at or below 200 percent of the Federal Poverty Guidelines, are as follows:

- 175 unduplicated clients will be served during the 12-month contract period
- 1,500 rides to doctors appointments or the grocery store provided by H.A.N.D. Mobile or Drive A Senior

The anticipated **outputs during the initial 36-month contract period**, for the primary goal of providing safety net services for elderly, disabled and homebound individuals living at or below 200 percent of the Federal Poverty Guidelines, are as follows:

- 525 unduplicated clients will be served during the initial 36-month contract period
- 4,500 rides provided by H.A.N.D. Mobile or Drive A Senior

All of the above outputs will be calculated through our case tracking system.

The anticipated **outcomes** for the primary goal of providing safety net services for elderly, disabled and homebound individuals living at 200 percent or more below the Federal poverty guidelines, are as follows:

- 80% of households served will maintain housing, as measured through our case tracking system
- 95% of program participants will express satisfaction with program services, as measured through our annual phone based satisfaction survey and evidenced by “would refer a friend” to H.A.N.D.

In addition, the H.A.N.D. Charitable Care/Sliding Scale Program can help elderly, disabled and ill Austin citizens:

1. Maintain self-sufficiency,
2. Maintain or achieve good nutrition and health,
3. Avoid falls,
4. Maintain good skin condition, and
5. Remain in the environment of their choosing.

E. Service Coordination

1. How We Coordinate Services With Other Agencies To Minimize Duplication And Maximize Client Access To Services

H.A.N.D. is a highly collaborative agency and receives referrals from multiple agencies including partners such as Meals on Wheels and More, the Area Agency on Aging, Family

Eldercare, and AGE of Central Texas. Many of our clients receive services from more than one agency. Through our Social Worker and case managers, we obtain releases allowing us to speak openly with these agencies about the client's care to ensure that there is no duplication and that client is receiving everything they need. We additionally are highly involved with the Aging Services Council, a collaborative group of more than 25 agencies to develop services and supports for our client base.

2. How We Coordinate With Other Agencies To Refer/Receive Clients And Provide Comprehensive Services

H.A.N.D. receives referrals from multiple agencies in the community. With the addition of our Social Services Director in 2012, we significantly increased our referrals to other agencies as well. We also use Master's level social work interns to help with coordinating referrals.

H.A.N.D. is signed on to be a partner in a federal grant to implement an Aging and Disabilities Resource Center in a 10 county area that will more fully develop the system of referrals for our client base through technologies and a "no wrong door" referral system. We have an MOU with Foundation Communities to provide services on 2 of their sites and have plans to implement a similar model with Mobile Loaves and Fishes in the next year.

3. Memoranda Of Understanding And How They Improve Service Delivery To Clients

In 2013, H.A.N.D. began serving clients on 2 of the Foundation Communities housing sites in a formal agreement in order to assist with housekeeping and laundry tasks to help their clients maintain housing and prevent homelessness. This arrangement has been particularly successful as we have an assigned attendant that works at each of the sites for a set number

of hours each week. This allows consistency with the attendant and saves time for travel between sites. We plan to implement a similar agreement with Mobile Loaves and Fishes in the future.

4. How Clients Will Be Connected To Resources/Public Benefits To Maximize Self-Sufficiency

H.A.N.D.'s Social Services Director refers clients to these programs on a routine basis. Our Independent Care Coordinator also assists with Medicaid referrals for clients who may qualify for home care paid through that program.

5. Additional Services

No additional services, other than those presented in this application will be provided.

6. Homelessness Services

N/A

F. Community Planning Activities

1. Involvement In Community Planning Activities Specific To The Services Proposed

H.A.N.D. is highly active as a member of the Aging Services Council with the Executive Director currently serving as Chair. We routinely participate in other activities and focus groups relevant to issues that impact our population base including: transportation, housing, direct care workforce issues. H.A.N.D. participated in providing feedback for the recent Mayor's Commission on Aging workgroup. We also work closely with the University of Texas in

studying this population through administering surveys or research through our client base.

2. Involvement In Other Relevant Community Planning Activities

H.A.N.D. is a member of One Voice Central Texas and is involved in issues impacting health and human services in the area. The Executive Director of H.A.N.D. also serves on the Board of the Basic Transportation Needs Fund.

G. Overall Evaluation Factors Regarding Applicant

1. Experience Within The Last 5 Years Managing Relevant Public Contracts And Contact Information Of The Funder

H.A.N.D. has been a recipient of City of Austin and Travis County funds for our home care program for over 15 years.

- City of Austin, Willie Williams, Liaison/ Contract Manager, (512) 972-5018
- Travis County, Korey Darling, Senior Planner, (512) 854-4275

2. Experience Within The Last 5 Years Working With The Target Populations Proposed In This Application

H.A.N.D. has been working with the elderly and people with disabilities for 42 years.

3. Experience Within The Last 5 Years Providing Services Identical And/Or Similar To Those Proposed In This Application

H.A.N.D. has been providing home care services for 42 years.

H. Data Management and Program Evaluation

1. Past Successes/Challenges With Data Management And Reporting, Including Past Experience Utilizing An Electronic Data System

H.A.N.D. has been using a variety of data management systems over the years. Our greatest challenge is the growth of our programs. We are currently assessing adding a more robust client services tool as well as a new Human Resources data system. We are highly experienced in tracking data related to this program and have been reporting to the City and County for a number of years.

2. How Data Used For Identifying Problems In Strategies, Service Delivery And Expenditures, Steps To Determine Corrective Actions, And How We Will Ensure Corrective Actions Will Be Effective

H.A.N.D. has a formal Quality Assessment and Performance Improvement program that is ongoing and meets formally as a team 3 times a year. We track data regarding home care, social services, transportation, volunteers, complaints, infections, and other areas related to our services. When a problem is identified, we develop an action plan and document it. We additionally have a management team, finance committee, and regular supervisory meetings to be consistently analyzing data and making changes in our programs as needed.

3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.

N/A – we will track the data for our collaborative partner Drive A Senior.

4. Homelessness Prevention And/Or Homeless Intervention Services

N/A

I. Staffing Plan

1. Staffing Plan To Accomplish Activities - Project Leadership, Reporting

Responsibilities - Justification Indicating Staffing Plan Is Appropriate For Proposed Strategies

The Charitable/Sliding Scale home care program is part of our client services division. The Client Services Director oversees our home care, transportation and social work programs. The Charitable/Sliding Scale program is led by the Independent Care Coordinator (FT) who supervises the Special Attendant (FT) and numerous personal care attendants (PT) who are placed with the clients. This staffing model has been effective for many years and we are able to add attendants in response to the number of clients being served.

2. Project Staff By Title And Percentage Of Each Position's Time On Program

Client Services Director	25%
Independent Care Coordinator	100%
Special Attendant	100%
Personal Care Attendants	100%

3. Resumes/Position Descriptions For Key Staff To Perform Described Services

Resume's of the above direct service staff are attached. We have also included the job descriptions and resumes of the Executive Director and the Chief Financial Officer, both of who

will be involved in the administration of this program.

Part II – Cost Effectiveness

A. Budget

1. A Summary Description Of The Budget Justification For The Program

The total annual cost of the H.A.N.D. Charitable Care/Sliding Scale Program is \$127,298. H.A.N.D. is requesting \$127,298, which is 100% of the total program budget. The requested funding will be primarily (73%) allocated to partially fund the cost of direct service staff, which includes the Independent Care Coordinator who intakes, assesses and manages the client services, the Personal Care Attendants who provide daily care to our clients, a Special Attendant who fills in for sick or vacationing Personal Care Attendants, and the H.A.N.D. Mobile driver, who transports our clients to their doctor's appointments. We will allocate \$27,300 (22%) of the requested funding to consultant services which represents the subcontract with Drive A Senior to hire and train a driver to take our clients to the grocery store. We will allocate \$7,640 (6%) to program general operating expenses, which includes criminal history checks, overhead/administrative costs, insurance, postage, printing, copier, audits, rent, phone, mileage in the county and supplies.

NOTE: We would like to make the important point that, based upon our experience, although we fully anticipate have an additional \$220,000 in grants and fees in support of this program, we do not currently have legally binding documents confirmed that revenue.

2. Fundraising And Administrative Percentage

13.37%

B. Cost per Client

1. Average Cost/City Client Served And How Calculated

The total cost per City client served per year, with City of Austin funding, is \$728. This is based on the projected 175 City clients served, and the total dollar cost to the City of \$127,298.

2. Average Cost/Client Served, All Funding Sources And How Calculated

The total cost per client served per year, with funding from all sources, is \$728. This is based on the projected 175 clients served, and the total dollar cost of the program of \$127,298.

3. Average Cost/City Client Served Achieving Each Of The Performance Measures Proposed And How Calculated

The average cost per client achieving each of the performance measures proposed, and the calculation used to derive the average cost, is as follows:

- Services provided to 175 individuals - \$728/individual served – calculated by dividing the total program cost (\$127,298) divided by the total number of individuals served.
- 1,500 rides to doctors appointments or the grocery store provided by H.A.N.D. Mobile or Drive A Senior \$156/individual served, or \$18.20/ride– calculated by dividing the total cost of the H.A.N.D. Mobil and Drive A Senior Program (\$27,300) by 175 individuals served.
- 80 percent of households served will maintain housing – \$ 909/person served – calculated by dividing the total cost of the program (\$127,298) by 80% of individuals served (140).
- 95% of program participants will express satisfaction with program services, \$767/person

served - calculated by dividing the total cost of the program by 95% of individuals served (166).

4. Justification Indicating Proposed Cost Appropriate for Proposed Strategies

The proposed cost is appropriate for the proposed strategies because:

- The proposed services are those which are necessary to assist elderly, disabled and ill Austin citizens maintain self-sufficiency, and
- The Texas Department of Aging and Disability Services confirms that institutional care is at least ten times more expensive than community based care.

5. Return On investment/Social Impact Proposed Strategies Will Make

The return on investment will be a healthier and more self-sufficient, citizenry of elderly, disabled and ill Austin citizens at a considerable lower cost to the taxpayers.

C. Program Funding Summary

1. Other funding sources

In compliance with the City of Austin’s definition of funding sources, as those being confirmed at the time of the proposal submitted, H.A.N.D. does not currently have any other sources confirmed.

Part III – Local Business Presence

1. Local Business Presence Identification Form

Name of Local Firm	Helping the Aging, Needy, and Disabled (H.A.N.D.)
---------------------------	---

Physical Address	1640 B East 2nd Street, Suite 200, Austin, Texas 78702					
Is Firm located in the Corporate City Limits?	X Yes				No	
In business at this location for past 5 yrs?	X Yes				No	
Location Type:	Headquarters	X Yes	No	Branch	Yes	X No

Subcontractor:

Name of Local Firm	Drive a Senior					
Physical Address	1640 B East 2 nd , Ste 200, Austin, TX 78702					
Is Firm located in the Corporate City Limits?	X Yes				No	
In business at this location for past 5 yrs?	X Yes				No	
Location Type:	Headquarters	X Yes	No	Branch	X Yes	No

Part IV – Bonus Evaluation Points

A. Collaborations/Connection to Additional Self-Sufficiency Goals & Life

Continuum Category

1. How Proposed Collaborative Will Successfully Work Together To Maximize

Service Delivery To The Target Population

The proposed collaboration with Drive A Senior will ensure that the elderly, disabled and ill Austin citizens served under the H.A.N.D. Charitable Care/Sliding Scale Program can safely get to the grocery store to shop for themselves. This will significantly assist them in maintaining

their self-sufficiency, and as such, will maximize service delivery to the target population.

2. How We Meet The Additional Self-Sufficiency Goal And Life Continuum Category

The H.A.N.D. Charitable Care/Sliding Scale Program meets the following additional self-sufficiency goals and/Life Continuum category as follows:

Additional Life Continuum Category: Adults and Families

Additional Self-Sufficiency Goals:

Transition Out of Poverty: The Personal Care Attendants employed through the H.A.N.D. Charitable Care/Sliding Scale Program have been identified by The Texas Workforce Commission as the lowest paid occupation in our state. The H.A.N.D. Aspire Program (submitted for consideration separately), we are working to help these mostly female employees improve their employment opportunities and quality of life, but since a large majority of them have little education, our main goal at this point is to simply keep them employed. The H.A.N.D. Charitable Care/Sliding Scale Program will keep a minimum of 175 Austin Personal Care Attendants employed, helping them transition out of poverty.

Universal Support Services and Problem Prevention: Adult family members of aging, disabled and ill citizens struggle with the demands of their jobs and their concern for their loved ones, and many do not have the financial means to provide for the care of their loved ones. When family members are forced to stop working or miss work to care for a loved one, it can place a financial burden on the family. By providing assistance to the loved ones of families, we are helping prevent problems for them.

B. Leveraging

N/A

C. Healthy Service Environment

1. How H.A.N.D. Has Implemented Healthy Service Environment Policies -

Approved And Signed Policies

Tobacco-Free Worksite Policy – H.A.N.D. has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. H.A.N.D.'s tobacco-free campus policy states the use of tobacco products of any kind is not permitted on any property owned, leased, or rented by H.A.N.D. (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.

Mother-Friendly Workplace – H.A.N.D. has a mother-friendly workplace that actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk, access nearby to a clean, safe water source and a sink for washing H.A.N.D.s and rinsing out any needed breast-pumping equipment, and access to hygienic storage alternatives in the workplace for the mother's breast milk.

Employee Wellness Initiative – H.A.N.D. has a comprehensive Employee Wellness Initiative as part of our Aspire, Employee Assistance Program that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and

issue awareness, signage and a supportive company culture, championed by leadership.

Violence Prevention Policy – H.A.N.D. is committed to providing a safe environment for working and conducting business. We have a procedure to provide guidance for identifying and reporting threats and workplace violence, a training program for employees that addresses procedures for dealing with workplace violence, and we do not tolerate or ignore behaviors that are threatening or violent in nature.

Attached signed

2. How H.A.N.D. Plans To Implement Other Healthy Service Environment Policies - Key Personnel (Position) Responsible For Ensuring Implementation - Technical Assistance That Will Be Provided

N/A

Section 0650 Program Budget and Narrative

Program Budget

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits				92,358		92,358
A. Subtotals: PERSONNEL				92,358	0	92,358
2. General Operating Expenses				7,640		7,640
3. Consultants/ Contractuals				27,300		27,300
4. Staff Travel - <u>Out of Travis County</u>						
5. Conferences/Seminars - <u>Out of Travis County</u>						
B. Subtotals: OPERATING EXPENSES				34,940	0	34,940
6. Food/Beverage for Clients						
7. Financial Assistance for Clients						
8. Other (<i>specify</i>)						
C. Subtotals: DIRECT ASSISTANCE				0	0	0
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY				0	0	0
GRAND TOTALS (A + B + C + D)				127,298		127,298
PERCENT SHARE of Total for Funding Sources:	%	%	%	100%	0%	100%

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor	Drive A Senior	
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date: 10/1/2015	End date: 9/31/2018
Services to be Subcontracted	Driver for Transportation to grocery store and appointments	
Number of Clients to be Served (<i>if applicable</i>)	250	
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$27,300	<u>ALL OTHER Sources amount</u> \$ 0	<u>TOTAL</u> \$ 27,300

SUBCONTRACTOR #2		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #3		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

Section 0650 Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Independent Care Coordinator, Special Attendant, Personal Care Attendants, Driver- City funds to support Independent Care Coordinator salary and personal care attendant wages
OPERATING EXPENSES	
2. General Operating Expenses	Criminal history checks, overhead/admin, insurance, postage, printing, copier, audits, rent, phone, mileage in the county, supplies- city funds to support a portion of these items
3. Consultants/ Contractuals	Subcontract with Drive A Senior for a driver to provide rides- city funds to support this salary
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance (must specify)	
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (must specify)	

Executive Summary

1. Applicant - Helping the Aging, Needy, and Disabled (H.A.N.D.) was established in 1972 to bridge a gap in Austin area services for financially and physically fragile citizens needing home care assistance, social services and transportation to enable them to continue to live in their homes. The Aspire Program (personal care attendant's support) and The Aspire Alliance (employers of personal care attendants support) ensure a well-trained and reliable workforce to serve our clients. That workforce, 300+ personal care attendants, work in 600+ Austin homes to provide non-medical home care. Our clients are low-income elderly, individuals (age 18+) with a disability, and those recuperating from illness. H.A.N.D. bills Medicaid for services when possible and provides charitable/sliding-scale care to the non-Medicaid eligible.

2. Primary Self-Sufficiency Goal/Life Continuum - H.A.N.D. will primarily address the Safety Net Infrastructure Self-Sufficiency Goal, and the Seniors/ Persons With Disabilities Life Continuum by annually providing services to 175 seniors and persons with disabilities living at 200 percent below the federal poverty guidelines. Services will include (a) Services/supports to enable seniors to age-in-place and seniors and persons with disabilities avoid institutionalization, (b) Cognitive, mental, behavioral health services, access to recreation/social engagement, and home visits to avoid depression, anxiety, suicide, substance abuse, and dementia, (c) Support for family and paid caregivers that promote their self-care, health and effectiveness, and (d) Affordable housing options, transportation, and social service referrals.

3. Additional Self-Sufficiency Goals/Life Continuum - H.A.N.D. will also address the Adult and Family Continuum of the Safety Net Infrastructure Goal by providing services to personal care attendants, to ensure a well-trained and reliable workforce is available to serve seniors and disabled clients. Those services will include adult and family continuum objectives: basic needs, housing assistance, behavioral

health and workforce development. H.A.N.D. will also address the Transition Out of Poverty Self-Sufficiency Goal for adults and families, seniors and disabled by providing: (a) workforce development to personal care attendants to help them increase their wage-earning capacity, and training to enable them to better serve seniors and disabled, and (b) services to seniors and disabled to help them to attain greater self-reliance. H.A.N.D. will also address the Problem Prevention Self-Sufficiency Goal because the above service to seniors, disabled, adults and caregivers will help deter problem conditions. **4. Need - Target Populations** - Central Texas is one of the fastest growing metro areas in the nation, and the fastest growing segment is low-income seniors. This “silver tsunami,” of low-income citizens, will challenge our capacity to provide quality living conditions for indigent elderly. Also of concern is the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED],

by providing a well-trained, self-sufficient workforce of personal care attendants to help elderly, disabled and ill citizens maintain self-sufficiency. Personal care attendants will help seniors and the disabled with the tasks of daily life, such as bathing, dressing, grooming, toileting, housekeeping, laundry, shopping and meal preparation. We will also provide social services to assess clients and connect them to additional resources in the community to assist with social, emotional, financial, housing and other issues that impact their daily lives. Basic task assistance, transportation and social services can help them maintain function, and good nutrition and health, and remain in the environment of their choosing. **6. Funding Requested** - \$127,298. **7. Compliance** - H.A.N.D. is in compliance with all applicable rules and regulations of Federal, State and Local governing entities, and with all terms of this Request for Application.

Section 0655

Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$127,298
None Committed	None Committed	N/A	N/A	\$0.00
FUNDING AMOUNT TOTAL:				\$127,298



City of Austin Health and Human Services Department

P.O. Box 1088
Austin, Texas 78767

September 23, 2013

Amy E. Temperley
Executive Director
Helping the Aging Needy and Disable Inc.
Suite 200
1640 B East 2nd Street
Austin, TX 78702

**Re: Community Based Resources Contract Desk Review Monitoring Visit of
Helping The Aging, Needy, and Disabled Inc.**

Dear Ms Temperley:

Community Based Resources conducted a monitoring visit of Helping The Aging, Needy, and Disabled Inc. (HAND) on August 6, 2013. The visit included a Financial Review, Performance Review, Technical Assistance, and Administration Review of the Homemaker/Personal Assistance program.

During the review there were no concerns, recommendations or findings identified.

We commend you for the work you are doing in the community and please extend our gratitude to the HAND's staff for facilitating the visit.

If you have any questions or comments regarding this report, please feel free to contact Willie Williams at (512) 773-5059.

Sincerely,

A handwritten signature in black ink, appearing to read "Edna Staniszewski".

Edna Staniszewski,
Contract Compliance Associate

A handwritten signature in black ink, appearing to read "Willie Williams".

Willie Williams, M.S., L.C.D.C., C.A.S.
Liaison/ Contract Manager

cc:
Robert Kingham, Manager, Community Based Resources



City of Austin Health and Human Services Department

P.O. Box 1088
Austin, Texas 78767

July 25, 2012

Amy E. Temperley
Executive Director
Helping the Aging, Needy, and Disable, Inc.
1640 B East 2nd Street, Suite 200
Austin, TX 78702

Re: Agency Site Visit - Administrative and Fiscal Review

Dear Mrs. Temperley:

On June 19, 2012, a site visit was conducted at Helping at the Aging, Needy, and Disable Inc. (HAND), Suite 200, 1640 B East 2nd Street, Austin, TX 78702. Amy Temperley, Executive Director, and Evelyn Cooke, Operation Director represented HAND during the visit. Community Based Resources (CBR) staff, Edna Staniszewski, Contract Compliance Associate and Willie Williams, Liaison Contract Manager, conducted the site visit. The primary purpose was to review Administrative Financial Review (AFR) documentation submitted in May 2012.

Prior to the site visit, HAND completed on line AFR documents and submitted the following documentation for CBR review:

- Most recent fiscal year end budget to actuals
- Current fiscal year's budget
- Minutes from the last three Board meetings
- Organizational chart

I. AGENCY OVERVIEW

- HAND is an independent 501(c)3, incorporated in 1972 and governed by a local Board of Directors.
- HAND (previously Services for the Aging) will celebrate its 40th anniversary this fall.
- HAND's mission: "Enhance dignity and independence for the elderly and people with disabilities by providing compassionate quality care".
- HAND is updating their strategic plan and bylaws with a focus on financial and quality programing sustainability.
- HAND holds a Home and Community Support Services License from the Texas Department of Aging and Disability Services.
- HAND has five programs: Homemaker/Personal Assistant, Primary Home Care, Family Care, Komen and CAPCO.
 - All programs provide basic needs assistance.
 - City of Austin funding supports the Homemaker/Personal Assistant program which is designed to provide in-home attendant services to elderly or disabled adults who are in immediate need and awaiting Medicaid eligibility determination.

- HAND is one of two Texas provider agencies to be certified as a Texas Health Insurance “Benefit Bank”. The program allows the agency to enroll eligible clients in all state funded benefit programs using a single application process.

II. BOARD OF DIRECTORS

a. Structure

- The Board of Directors consists of 9 members and meets on a monthly basis.
- The Board committees are: Finance, Fundraising, Grant, and Board Development.
- The Board reviews fiscal operations monthly.
- Under the new proposed bylaws the Board of Directors will consist of 13 members and the Board committees will be restructured to centralize financial oversight.
- The Board has recently recruited four new members (two attorneys, a specialist in aging services and a fund development specialist).

b. Fundraising and Financial Oversight

- The Finance Committee oversees the fundraising programs.
- Board members are required to make “meaningful” financial or in-kind contribution annually.
- The Board is actively involved in the planning and in soliciting sponsorships for fundraising events.
- The Development Director works with the Board to maximize the events success.

c. Program Performance

- The Board receives a written dashboard program performance report monthly.
- HAND’s received a Texas Department of Aging Disability Services (DADS) Primary Home Care/Family Care Community Attendant Services audit score of 98%. The DADS audit reviewed policies and procedures, program contract funding and emergency preparedness for the period of March, 1, 2011 to February, 29, 2012.
- A copy of the DADS audit was provided to CBR staff on June 20, 2012.

III. FINANCIAL

- The Board reviews fiscal operations monthly.
- HAND has more than one month cash operational reserves.
- HAND’s received an unqualified opinion on the audit for the year ending December 2011.
- HAND board approved the audit on May 21, 2012.
- A copy of HAND’s most recent 990 was provided to CBR staff.

IV. ADMINISTRATION


- HAND screens approximately 300 staff and volunteers monthly via the Office of Inspector General's (OIG) - Obligation Screening / Identification system. The verification system screens individuals for fraud and abuse in Medicare, Medicaid and more than 300 other HHS programs.
- Board members who are responsible for oversight of the agency, staff and volunteers reflect the community served.
- HAND is working to expand its group of 25 volunteers by adding a 1:1 volunteer program to address the isolation issues that so many elderly and disabled individuals face.
- HAND also provides basic system navigation to its client and the community to help them receive a multitude of services ranging from personal care, durable medical equipment, and emergency support for food, utilities, rent, and medications.

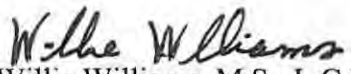
Observations

The Board of Directors is diverse and committed to providing quality services and maintaining positive community image. HAND's revised strategic plan and bylaws will position the agency to maintain financial and programmatic sustainability in the changing environment of the Affordable Care Act and integrated long term health care.

There are no findings or concerns to report. If you have any questions or comments regarding this report, please feel free to contact Willie Williams at 773-5059. We greatly appreciate your time and participation in this process.

Sincerely,


Edna Staniszewski,
Contract Compliance Associate


Willie Williams, M.S., L.C.D.C., C.A.S.
Liaison/ Contract Manager

cc:
Susan Gehring, Manager, Community Based Resources



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

December 13, 2013

John Griffin, Board Chair
Helping the Aging, Needy and Disabled, Inc.
1640 B East 2nd Street, Suite 200
Austin, Texas 78702
Email: jgriffin@seniorsguide.net

Re: 2013 Travis County Monitoring Visit, Contract #PS090119RE

Dear Mr. Griffin:

Please be advised, all requirements of the Travis County monitoring report have been met, no further action is needed.

Sincerely,

A handwritten signature in cursive script, reading "LaDonna Brazell".

LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
512/854-7875
ladonna.brazell@travis.co.tx.us

A handwritten signature in cursive script, reading "San Juana Gonzales".

San Juana Gonzales
Contract Compliance Specialist
HHS Finance Division
512/854-4122
SanJuana.Gonzales@travis.co.tx.us

Cc: Amy Temperley, Executive Director, Helping the Aging, Needy and Disabled, Inc.
Sherri Fleming, HHS/VS County Executive, Travis County
Kathleen Hass, HHS/VS Finance Manager
Fred Lugo, HHS/VS Program Lead



Travis County Health and Human Services & Veterans Service

**P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115**

September 14, 2012

Stacy Flores, Board Chair
Helping the Aging, Needy and Disabled, Inc.
1640 B East 2nd Street, Suite 200
Austin, Texas 78702
Stacy.Flores@Frostinsurance.com

RE: 2012 Travis County Contract #PS090119RE Desk Review

Dear Ms. Flores:

I conducted a desk review of the contract mentioned above. The review included an administrative and financial review of the Homemaker/Personal Assistance Program for the years 2011-2012. During the review the following was identified:

Issue #1:

The Bylaws, Amended and Restated, dated September 17, 2011, Section 2.16 says; "A director may serve the Corporation in any other capacity and receive compensation for those services."

Most of our non-profit contractors have bylaws that specifically prohibit compensation for board members other than reimbursement for costs associated with their official duties as board members.

There is no law that prohibits hiring and compensating board members; however, board members are legally accountable to the public to oversee the organization. To properly serve in their role overseeing a nonprofit organization, the board of directors needs to be free of any potential conflict of interest. Finally, for those who they do compensate, it's important to remember that, under federal law, all board compensation must be reported on the IRS form 990 or 990-PF. This information must also be made available in some form to the public.

Recommended Action #1:

I recommend the HAND Board of Directors review its operations and bylaws and develop written answers to the following:

- Provide a detailed explanation of the steps the HAND Board of Directors follows to avoid any conflicts of interests in regards to its compensation of Directors.
- Describe how the HAND Board of Directors selects Directors to receive compensation? How is the amount of compensation determined? Is there a competitive bidding process?
- Has the HAND Board of Directors developed clear job functions/job descriptions for the Director(s)' compensated positions? Are contracts signed with Directors?

Issue #2:

The bylaws mentioned in Issue #1 above specify the Board of Directors' Officer Positions in Section 3.01., as a President, Secretary, Vice President and Treasurer. Section 3.09., of these bylaws lists Executive Committee members as the Chairperson, Vice-Chairperson, Treasurer, Secretary and one appointed board member...." The board officers listed in Section 3 of these bylaws appear to confuse the titles of the officers of the Board of Directors.

Recommended Action #2:

I recommend the HAND Board of Directors review its bylaws and provide written clarification of the officers' titles of the HAND Board of Directors.

I commend you for the work provided to the community by HAND.

Should you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "LaDonna Brazell".

LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
512/854-7875
ladonna.brazell@travis.co.tc.us

cc: Amy Temperley
Fred Lugo
Sherri Fleming,
Kathleen Haas
San Juana Gonzales

Profile

Entrepreneurial, detail oriented, strategic thinker with over 20 years of social service experience. Envisioned and facilitated the successful start-up of three organizations. Responsible overseer sees the big picture, yet is a risk-taker. An encourager, with a positive outlook who is flexible, resourceful and balanced. Accomplished in grant writing, networking, profitability improvement, staff development and quality assurance.

Business Development Experience

- Recruited six corporate alliances for network, resulting in more network assets. Participated in fundraising activities for both Network and agency. Responsible for 20% growth of both volunteer and client base in first year and 50% growth overall. Reworked agency bylaws and formulated multi-year strategies for both network and agency. Spearheads deepening network ties, marketing and branding efforts (*DaS*).
- Accomplished initial start-up operation of 100-bed residential and 240-slot outpatient chemical dependency program primarily serving clients of the Texas Criminal Justice System. Renovated an old hospital to house residential program. Developed personnel, safety, and OSHA manuals. Wrote policy and procedures and helped hire and train employees. Oversaw development of extensive client database. Participated in government reviews. (*ABODE*)
- Assisted in start-up of new churches. Helped develop an organizational structure for getting people involved in church activities and ministries. Oversaw and participated in the development of the children's ministries team and set standards for conduct and care. (*Cottonwood Church*)
- Researched corporate expansion. Implemented plan producing 518% increase in net revenues in one year, and 873% increase in two years. (*Allen*)

Organizational Leadership Experience

- Worked with board of directors and ten-member network Executive Directors and board Presidents to form and standardize organizational goals and procedures. Oversees scheduling volunteers for over 55 elderly requests each week (mostly transportation). Recruited volunteer groups to help elderly clients stay independent. (*DaS*)
- Directed daily operations of nine community group homes. Hired, trained and supervised 50+ employees. Managed workshop for 50+ mentally impaired clients. Defined, advised, implemented, and monitored daily behavioral skills training for people with mental impairments. Created and implemented policy and procedure manuals for personnel and operations. Served on corporate quality assurance team assisting other regions during crises. Developed quality control procedures. Known for caring quality service. (*Creative Living*)
- Organized Texas Capitol Area Builders Association's 1987 Parade of Homes. Secured charitable contributions to fund the event. Planned and negotiated all expenses. Parade attendance increased 100% from previous year and subdivision lot sales increased 30% in two months. (*Luce*)
- Organized volunteers in weekly ministry positions. Coordinated special events. (*Cottonwood*)

Finance / Evaluation Skills Experience

- Favorable grant writing experience, resulting in obtaining 4 grants in a twelve-month period. Prepared quarterly and annual grant reports, budget compilations and statistical analysis for nine-member network. (*DaS*)
- Controlled all personnel, building, and fiscal areas of \$1.5 million budget company (1995). Wrote twelve proposals for grants and state contracts. Secured financial resources necessary for start-up and ongoing operations. (*ABODE*)
- Set and managed \$1.1 million budget (1993). Responsible for transforming and strengthening an unprofitable region within first year. (*Creative Living*)
- Managed \$25 million (1988) in diverse construction capital, permanent financing, and loan documentation for commercial accounts. Developed budgets and streamlined accounts payable and receivables for three corporations. Reduced the average age of receivables by 67%. Budgeted and controlled expenses of luxury residential condominium project. (*Luce*)
- Prepared financial reports and performed accounting and construction cost analysis (*Allen*)

Relationship Development Experience

- Completed client assessments, recruited and trained volunteers. Provided family caregivers with geriatric care management, resources and training. Wrote newsletters, gave educational seminars and found new ways to appreciate volunteers. (*DaS*)
- Assist in identifying, assessing and mentoring women who are willing to start new churches and be leaders. Connect women of faith across the country with each other via Facebook and blogs. Participate in innovative church planting strategies. Volunteer in community activities. (*NAMB*)
- Established mutually beneficial relationships with various state agencies and politicians. Established relationships with surrounding communities of homes and businesses. (*ABODE, Creative Living*)
- Oversaw the smooth integration of dozens of volunteers and independent contractors. (*NWRGSL*)

Career Experience

Executive Director, 2010-present, previous DaS Network President

Drive A Senior-SW Austin (DaS) a non-profit organization serving seniors and volunteers.

Oversight of 2500 rides for seniors in 2013 and oversaw 5600 volunteer hours.

Mentorship, 2009-2010

Faith In Action Caregivers, Sponsored by Beverly Foundation, Austin, Texas

Published: *Ride Guide, Senior Transportation Options for the Austin Metro Area*. Learned about local national senior transportation programs and funding sources. Represented aging services at various local councils.

National Missionary, 2004-2009

North American Mission Board (NAMB), New Orleans, Louisiana

Published: Chapter 2, *My Husband wants to be a Church Planter...So What Will That Make Me?* 2007 North American Mission Board. Helped plant 3 churches.

Administrator, 2003-2004

Northwest Rio Grande Soccer League (NWRGSL) a non-profit organization, Albuquerque, New Mexico

The largest soccer league in New Mexico, serving approximately 4000 children and their parents.

Assistant Church Planter, 1997-2004

Cottonwood Church, Albuquerque, New Mexico

Participated in every aspect of developing new church. Negotiated lease and renovated various leased facilities.

Founder, Vice President, CFO, Board Member, 1994-1996

ABODE Treatment Inc., Fort Worth, Texas

Co-founded this Transitional Treatment Program funded by TCADA. Oversaw all aspects of financial management.

Regional Administrator, QMRP (Qualified Mental Retardation Professional), QA team member 1990-1993

Creative/Exceptional Living, Fort Worth, Texas

Then largest region of ICF-MR group homes in Texas. Funded by Medicaid and Medicare.

Treasurer and State of Texas Licensed Real Estate Broker/Agent, 1983-1991

Allen Design/Build Inc., Austin, Texas

Business Manager. Property & Association Manager, Special Events Coordinator, 1985-1989

Jon Luce Builder, Inc., Austin, Texas

Education and Qualifications

Certified Care Manager (CMC)

University of Massachusetts-Boston, McCormack Graduate School of Policy Studies, 2010

Master of Science: Gerontology-Management of Aging Services

The University of Texas at Austin, 1983

Bachelor of Business Administration, Double Major: Management and Marketing

Certified to teach *Powerful Tools for Caregivers*.

Director of Client Services

This position directs, administers, and coordinates direct client service activities including Personal Attendant Services, Social Work Services and Transportation in support of policies, goals, and objectives established by the Executive Director and the Board of Directors. This position reports to the Executive Director and is a member of the agency Management Team.

Essential Duties and Responsibilities:

- Serves as Administrator for the agency's TDAD's home care license and contract
- Plans, implements and manages a strong, coordinated team to improve upon service delivery system across all programs.
- Works with the Executive Director and Chief Finance Officer to ensure program is meeting its financial goals (revenue and expenses)
- Ensures that program activities and operations are carried out in compliance with licensing requirements.
- Regularly audits files and processes, leads the Quality Assurance process.
- Oversees hiring, orientation, training, supervision and dismissal of client services staff and ensures that all staff are informed, that their activities are well coordinated, and that they have the necessary resources to be productive and contribute to the goals of the agency in a positive, team oriented manner.
- Represents H.A.N.D. in community initiatives that support the mission and in organizations that advocate on issues impacting H.A.N.D. and its constituents.
- Works as a member of the Management Team.
- Other duties as assigned.

Qualifications:

Experience and Education

Bachelor's Degree in Social Work or a related Human Services Field and 3 years of experience in a medical or human services agency.

Experience in office management, human resources, accounting, administrative, clerical and home health care a plus.

Knowledge, Skills and Abilities: Have knowledge of social service needs of the aging and people with disabilities. Ability to coordinate, perform and evaluate programs. Computer skills.

Employee Signature: _____ Date: _____

Helping the Aging, Needy and Disabled, Inc.
JOB DESCRIPTION – INDEPENDENT CARE COORDINATOR
EXEMPT

Job Description

Coordinates, assesses and supervises PAS services provided that are funded by the City of Austin and Travis County (Sliding Scale), Charitable Care and other services with independent funding.

Major Responsibilities

- Assess and coordinates clients care plan, schedules reassessment, initiates hires and return phone calls.
- Assess clients for alternative funding sources when necessary
- Work with staffing department to locate suitable attendants.
- Monitor attendant performance and process timesheets.
- Process monthly CAPCO Billing
- Process monthly City and County Billing and Quarterly Performance Reports
- Process Sliding Scale Invoices.
- Maintain client's files.
- Attends meetings and represent the agency at networking events to increase the client base.
- Serves on Quality Assurance Committee.
- Strong Contributor in Team Environment.
- Manages FC, MOU.
- All other duties as assign.
- Reports to the Director of Client Services.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High school or GED. At least three years of experience with aged and disabled persons. Computer Knowledge. QuickBooks and Excel. Experience in accessing community resources to meet client's needs.

Knowledge, Skills and Abilities

Knowledge and understanding of needs of elderly or disabled persons. Knowledge of community resources. Ability to organize, multitask and prioritize. Good relationship with clients families/caregivers and other support organizations a plus.

Employee Signature: _____ Date: _____

KEVIN F. BYRNE, CPA, MBA

2301 South Mopac #523
Austin, TX 78746

512.433.0274

dkbyrne@sbcglobal.net

FINANCIAL EXECUTIVE

Experienced with Private Equity, Fortune 500, and “Big Four” Public Accounting background. Leader with broad international and domestic financial management experience. Visionary with strategic analytical skills. Practical, articulate, and creative with proven ability to solve difficult business problems. Consistently obtain high performance through leadership and cohesive team building. Uncommon planning, organization, and conceptual abilities. Expertise includes:

- US GAAP Reporting and Compliance
- Mergers, Acquisitions, Dispositions
- International Restructuring and Transfer Pricing
- Strategic Planning and Budgeting
- Cash Flow Optimization
- Cost Reduction and Process Improvement

PROFESSIONAL EXPERIENCE

H.A.N.D., INC. Austin TX

2013-

A corporation licensed by the Texas Department of Aging and Disability Services to provide personal care attendant services to aging, needy and disabled individuals.

Chief Financial Officer

Serve as the top financial executive and accountable for the organization’s financial activities. This responsibility includes strategic planning, risk management, financial analysis, policy development, forecasting, budget preparation and monitoring, investment and cash management, grants administration, debt oversight, accounting, and implementation of financial control systems.

- Restored service profitability by identifying optimal pricing/volume levels.
- Secured grant funding from St. David’s Foundation to expand services and purchase capital equipment.
- Established new lines of credit to ensure compliance with state regulatory requirements.
- Implemented new analytics for budgeting and forecasting.
- Worked with CEO and Board of Directors to assess the feasibility of merging the organization.
- Developed policies and procedures to improve financial control.
- Mitigated substantial penalty exposure by entering into a Voluntary Disclosure Agreement with the Department of Labor.

McKESSON CORPORATION, Dallas, TX (US ONCOLOGY, INC., The Woodlands, TX)

2010 – 2012

America’s oldest and largest healthcare services company providing pharmaceuticals, medical supplies and information technologies to customers in every segment of the industry.

Senior Director

Oversaw financial reporting, budgeting, compliance, audit, and planning at US Oncology during Welsh Carson \$2.2 billion sale and integration with McKesson.

- Reorganized McKesson global reporting to support international transfer pricing methodology
- Designed and implemented plan for US Oncology private equity (Welsh Carson) sale to save \$460 million of corporate level tax
- Defended company during audit saving \$8 million of Texas Margin taxes
- Directed US Oncology financial reporting process eliminating prior Sarbanes-Oxley (SOX) internal control deficiencies
- Presented detail compliance presentations to Board of Directors
- Reviewed and supervised preparation of consolidated return consisting of 52 legal entities
- Evaluated FIN 48 position and Section 382 NOL limitation in consideration of change in control

AMERICAN CAMPUS COMMUNITIES, INC. (ACC), Austin, TX

2008 – 2009

The nation's largest developer, owner and manager of student housing communities and first publicly traded student housing REIT.

Independent Consultant

Invited to independently contract with ACC to provide provision and compliance leadership during merger of ACC and GMH Communities Trust (formerly NYSE: GMH) because of results oriented reputation.

- Led teams supporting cross-company reporting, analysis and planning for strategic direction
- Initiated Section 754 election reducing \$83 million of REIT liquidation gain and \$21 million of Fidelity JV gain
- Prevented \$1.2 million of Michigan Business Taxes in disposition of GMH Military Housing Business
- Implemented Fixed Asset System eliminating 20% of annual accounting fees and streamlining reporting process
- Managed year end shareholder dividend reporting for both ACC and GMH
- Provided due diligence support during Equity offering
- Reduced legal entities significantly decreasing costs and regulatory requirements

DJO GLOBAL INC., Vista, CA (REABLE THERAPEUTICS, INC., Austin, TX)**2006 – 2008**

A leading global provider of high-quality, orthopedic devices, with a broad range of products used for rehabilitation, pain management and physical therapy. DJO also develops, manufactures and distributes surgical reconstructive implant products.

Vice President (Interim)/ Director

Reported to CFO and accountable for management of organization's international, federal, and state affairs including compliance, financial reporting, audits, planning, merger and acquisition activity during \$900 million ReAble (a.k.a. Encore Medical) "go private" Blackstone transaction and \$1.6 billion merger of ReAble and DJO.

- Financed foreign acquisition with strategy that increased interest deduction by \$1.8 million
- Restructured international businesses which reduced rate from 28% to 11%
- Avoided \$1.5 million of taxes during private equity (Blackstone) acquisition by reorganizing domestic legal entities
- Reversed APB 23 position through purchase accounting that reduced profit and loss impact by \$6 million
- Realized \$9.4 million benefit as a result of a transaction cost analysis
- Accelerated \$3.4 million refund of federal taxes
- Revised SOX policies and procedures that resulted in internal control certification
- Awarded maximum bonus recognizing outstanding performance during private placement of company

ARGO GROUP INTERNATIONAL HOLDINGS LTD., San Antonio, TX**2002 – 2006**

An international underwriter of specialty insurance and reinsurance products in areas of the property and casualty market.

Manager

Responsible for Argo Group and subsidiaries, which included ensuring compliance with Securities and Exchange Commission, the Financial Accounting Standards Board, Internal Revenue Service, and State Department of Insurance Regulations.

- Implemented tax software product which streamlined tax reporting process
- Decreased 2003 audited California tax liability by \$1.7million
- Realized \$11.5 million federal tax benefit in the discounting of loss reserves
- Reduced subsidiary state tax by 50% through research of revenue sourcing rules
- Recovered \$200 thousand of premium taxes per analysis of the income tax base

UNITED SERVICES AUTOMOBILE ASSOCIATION (USAA), San Antonio, TX**2001 – 2002**

A financial services company offering banking, investing, and insurance to people and families that serve, or served, in the United States military.

Financial Analyst

Responsible for the review and preparation of USAA's consolidated corporate, state, partnership, and fiduciary returns, FAS 109 calculations, and estimated payments. Responsibility also included forecasting financial information that facilitated management decisions.

SOL SCHWARTZ & ASSOCIATES, P.C., San Antonio, TX**1999 – 2001**

Certified Public Accountants

Supervisor**KPMG, LLP, San Antonio, TX/Stamford, CT****1997 – 1999**

Certified Public Accountants

Senior Staff**NESTLE, Wayne, NJ****1989 – 1997**

The world's leading nutrition, health and wellness company.

Territory Manager**EDUCATION**

MBA, University of the Incarnate Word, Dean's List, San Antonio, TX

BA, Business Administration, Communications, Dean's List, State University of New York at Albany, NY

PROFESSIONAL ACTIVITIES

Financial Executives International Member

Former NAII Committee, AICPA, Texas Society of CPAs

MISCELLANEOUS COMMUNITY ACTIVITIES

Asst. Coach Special Olympics Basketball

Past Finance Committee Member: Geneva School of Boerne

Past Treasurer: Autism Society of San Antonio

Past Treasurer: Down Syndrome Association of South Texas

Elizabeth Cranston

Currently: ***Helping the Aging Needy and Disabled, Inc., Director of Client Services***

2-2014 To Present

- Oversees agency departments providing direct client services.
- Continued function as Alternate Administrator.

Helping the Aging Needy and Disabled, Inc., Alternate Administrator

7-2012 To Present

- Performs all activities of the Administrator when not available.

Helping the Aging Needy and Disabled, Inc., Quality Assurance/ Lead PHC Supervisor

3-2011 To 2-2014

- Responsible in monitoring best practices for clients service delivery
- Participate in Quality Assurance Committee.
- Ensure PHC Department compliance with licensure/contract requirements.
- Oversee operations in PHC Department and regarding HACA/Live Well clients.
- Implementing changes to policies procedures as they occur.
- Supervise P1/CBA service delivery
- Audit Department Files/Documentation
- Assist Payroll supervisor in processing procedures
- Assist Staffing and PHC Supervisors as needed

Helping the Aging Needy and Disabled, Inc., PHC Supervisor

7-2008 to 3-2011

- Responsible for coordination of client's individualized services plans and maintain pertinent documentation.
- Responsible for conducting supervisory visits, initial/ reassessments, and attendant training/ individually oriented hires.
- Coordinate/ negotiate start of care, transfers, and discharges.
- Maintain communication with contract agency's service coordinators
- Ensure optimal client outcomes

Previously: ***Texas Home Health, Personal Care Provider (8-2004 to 7-2008)***

- Multiple years of assisting older Texans and persons with disabilities to live independently within the community by providing personal assistance services.

Austin Love Ministries Transitional Housing, House Monitor (6-2007 to 9-2007)

- Monitored three women's facilities
- Assisted with intake procedures
- Administered urinary drug analysis

Services for the Elderly, Inc., Personal Care Provider (5-2003 to 1-2007)

- Multiple years of assisting older Texans and persons with disabilities to live independently within the community by providing personal assistance services.

Internship: ***UT School of Nursing's Children's Wellness Center (1-2008 to 5-2008)***

- Comprehensive case management of clients in clinic
- Coordinated service provisions with community agencies
- Co facilitated group within Del Valle Opportunity Center

Education: ***Bachelor of Social Work (5-2008)***

University of Texas at Austin, Austin, TX
Generalist Practice

Associates General Studies Liberal Arts (5-2006)

Austin Community College, Austin, TX

Amy E. Temperley
104 Merganser St.
Kyle, Texas 78640
512.592.2805
amybymail@yahoo.com

Objective To secure an Executive position in an agency focusing on the needs of the elderly.

Experience *Executive Director*
H.A.N.D., Austin, Texas, Aug. 2011- present

Responsible for the overall management, fundraising, program & services delivery, and community outreach of this agency. Reports to the Board of Directors.

Successes include:

- Addition of new client programs including social services, transportation and volunteers.
- Development of a 5 year strategic plan
- Creation and implementation of the Aspire Workforce Development program
- Addition of a fundraising program taking dollars raised from under \$25,000 annually to over \$300,000 annually

Chief Development and Communications Officer
SafePlace, Austin, Texas, Feb. 2008-August 2011

Responsible for raising over \$4.5 million for this domestic and sexual violence agency. Funds are raised through a combination of individual gifts, corporate giving, events, major gifts, grants, and in-kind donations. Member of the Senior Management team assisting in budgeting, strategic planning, and agency decision making.

Successes include:

- Implementation of a Planned Giving program
- Increased social media use for communications and fundraising
- Established a young leaders giving group
- Developed training programs to increase accountability and leadership skills from general staff

Executive Director
Bexley Women's Aid, London, England, Dec. 2006-Jan. 2008

Oversight, budgeting, financial management and strategic planning for the agency. Served as liaison to the Board of Directors. Directed all fundraising including grants, individuals, events, with a large focus on managing government contracts at the local and national level. Managed all human resource functions. Served as Communications Director and speaker for the agency.

Successes include:

- Renegotiation of county contracts resulting in a 25% increase in revenue
- Re-developed policies and procedures
- Coordinated installation of networked phone system and updated computer systems
- Served as Chairperson of the Domestic Violence Forum

Director of Development

Hospice Austin, Austin, Texas, Dec. 2003- Aug 2006

Responsible for the development and implementation of a strategic fundraising and communications plan to increase revenue and visibility for the agency. Funds were generated through a combination of direct mail appeals, grants, events, major gifts, planned and estate gifts, and online giving.

Successes include:

- An extensive major donor campaign resulting in over \$300,000 in gifts in the first 9 months- the first major donor campaign for this organization
- Increased fundraising revenue an average of 15-20% annually
- Database conversion allowing us to better segment donors and significantly increase ROI
- Initiation of a planned giving program to ensure a funding stream for the charity's foundation
- Development and initiation of a Foundation Board for fundraising

Executive Director

Candlelighters Childhood Cancer Foundation, Austin, Texas, Feb- Dec. 2003

Responsible for the overall management, fundraising, program & services delivery, and community outreach of this agency.

Successes include:

- Facilitated a merger between this organization and Any Baby Can in order to save it for the future. The merger brought me extensive experience in the areas of working with the board, committees, finances, legal entities, and the community.

Director of Development

Helping Hand Home for Children, Austin, Texas, Jan 2002- Feb 2003

Development Consultant

Austin Groups for the Elderly, Austin, Texas, Spring 2002-Feb 2003

Vice Pres. of Development and Operations

Alzheimer's Association, Austin, Texas, 2000-2002

Supervised both program and development staff. Responsible for developing and maintaining a sufficient funding base to continue or expand services provided by the chapter.

Program Director

Alzheimer's Association, Austin, Texas, 1998-2000

Designed, directed and provided support services for patients, families and professionals. Developed and implemented an extensive Alzheimer's education program. Co-wrote a handbook for families and a training manual for Alzheimer's care staff.

Medical Social Worker/ Area Manager

Social Services Consulting, Abilene, Texas, 1995-1998

Provided direct social work services to elderly clients. Obtained and managed contracts with home health care agencies. Supervised social work staff.

Social Services Director
Beverly Enterprises, Abilene, Texas, 1991-1995

Served as trainer and mentor to social work staff in 10 nursing facilities. Assured the psychosocial needs of residents were being met.

Education & Licensure

Master of Arts in Human Services
St. Edward's University, Austin, Texas, 2000

Bachelor of Arts in Sociology#
Angelo State University, San Angelo, Texas, 1990

Licensed Social Work Associate
Texas License #20415 1991-2001

Certified Texas Assisted Living Manager
2009

Coach U Graduate 2011

Community Leadership

- ☐ Co-chair Aging Services Council of Central Texas 2013-present
- ☐ Membership Chair, One Voice Central Texas, 2014
- ☐ Board Member, Basic Transportation Needs Fund 2013-present
- ☐ Member of the Association of Fundraising Professionals 2009
- ☐ Chair person of the Domestic Violence Forum (London) 2007
- ☐ Co-chair Supporting People Providers Forum (London) 2007
- ☐ Rotary Club of Austin (2004-2006) (2008-2009), former Vice Chair of International Services Committee, Member of Development Committee 2006
- ☐ Chairperson, Advisory Council to the Area Agency on Aging Capital Area 2006
- ☐ Certified "True Colors" personality assessment trainer
- ☐ Board member of Austin Groups for the Elderly, Austin Community College Sr. Academy Advisory Board, and Buckner Eldercare Advisory Board (2000-2003)
- ☐ Chairperson, Best Practices in Long Term Care committee (2000)

Martha Eloise Morgan has worked in direct patient care and case management since 1973.

After 21 years at the Travis State School, she obtained her Certificate Nurse Aide certification and began working in home health. She worked at Becklund Home Health and filled duties such as attendant care, billing and coding, ordered supplies and equipment and handled Medicare, from 1995 until 2001. In 2001, Eloise became a Field Supervisor at Outreach Health Services until 2006. Eloise has been employed as the Independent Care Coordinator at H.A.N.D. since June of 2006.

Eloise is very dedicated to patient care and is loved by her clients.

**Areas of
Specialty**

- Medical Social Work
- Domestic Violence
- Elder/Disabled Abuse
- Crisis Intervention
- Advocacy
- Depression/Suicide
- Disaster Response
- CISM Individual and Group Crisis Intervention and Peer Support

**Professional
Experience**

March, 1984 – Current Date

Social Services Director, Helping the Aging, Needy and Disabled, Inc.

- Provide social work case management services to eligible clients and caregivers through psychosocial assessment, identification of client needs and development of a plan designed, in collaboration with the client and other professional staff, to meet those needs. Provide strong support to clients and caregivers through problem solving, education, linkage to community resources and programs, advocacy, coaching and conflict resolution and stress reduction strategies.
- Provide highly skilled crisis intervention and brief counseling to individuals and/or families to increase their ability to overcome current crisis situation and prevent a future crisis. Promote progress toward health and well-being by providing skilled social work service delivery, information, advocacy and referral. Report to appropriate crisis resources including state agencies and law enforcement.
- Actively interact with community agencies to work on identifying and bridging gaps in services and resources.

Social Worker, Family Support Services Division of Travis County Health & Human Services & Veterans Services

- Provide social work services to individuals and families that include case management, psychosocial assessment, resource needs assessment, problem solving, developing individual and family service plans, education, training, linkage to community resources and services, advocacy and monitoring progress. Intended purpose of services is to empower and enhance the individual's or the family's ability to be self-sufficient and better able to function within their family and community.
- Provide highly skilled crisis intervention and brief counseling to individuals and/or families to increase their ability to overcome current crisis situation and prevent a future crisis. Promote progress toward self-sufficiency, health and well-being by providing skilled social work service delivery, information, advocacy and referral. Report to appropriate crisis resources including state agencies and law enforcement.
- Serve as Shelter Manager-Social Worker Special Needs Shelters-Capital Area Shelter Hub when Shelter Hub system activated.

Medical Social Worker II, Primary Care Department, Austin-Travis County Health & Human Services

- Assess patients and their families to determine mental, social and resource needs. Provide short term counseling, resource linkage and advocacy to patients and their families. Educate patients and families on medical condition, treatment and reasons for lifestyle changes prescribed by medical doctors. Provide counseling and intervention for crisis.
- Counseling and education to medical staff to improve understanding of patients' needs and circumstances.

Social Worker I, Community Care for Aged and Disabled, Texas Department of Human Services

- Determine eligibility, assessed needs, developed service plans and provided case management for elderly and disabled adults receiving in-home and community care. Worked with professionals of various disciplines to coordinate care.
 - Investigated and resolved reports of adult abuse, neglect and exploitation, working with professionals in the courts, law enforcement and other community agencies.
-

**Community
Service
Activities**

- Central Texas VOAD member; chair of Long Term Recovery Committee-actively working with both Bastrop and Spicewood long term recovery committees.
- Long Term Recovery Committee and Unmet Needs Committee member, Katrina, Rita and Ike
- Board member of Anderson High School Band Parents Association for 3 years.
- Del Valle Independent School District Learning and Caring Advisory Council member
- Children's Wellness Center of Del Valle ISD Advisory Board member.
- Austin Area Perinatal Coalition and Teen Parenting Prevention Network member.

Achievements

- Member of Executive Committee of Central Texas VOAD
- Current Chair of Central Texas VOAD Long Term Recovery Committee
- Chair of Health Care Committee for Teen Parenting Services Network
- Participated in planning and execution of Teen Parenting Network symposium "Babies Having Babies" November 1989
- Member of work group that planned and provided education on domestic violence to Primary Care Clinic providers in order to expand community knowledge. Work group developed training materials, screening tools, resource information and handouts and policy and procedure for Primary Care Health Clinics.
- Lead Social Worker in crisis intervention for Katrina evacuees at Austin Convention Center. Coordinated housing placement, basic needs services, mental health intervention and connection to disaster assistance resources for approximately 1500 evacuee households.
- Travis County Health and Human Services and Veterans Services representative for Post Katrina Case Management Coordination Group, Hurricane Recovery Case Managers Meetings, Hurricane Katrina-Rita Long Term Recovery Committee and Hurricane Katrina-Rita Unmet Needs Roundtable. Involved in coordination of services and agencies working with evacuees in Austin area, and advocacy on local, state and federal level for expanded disaster recovery benefits. As member of Unmet Needs Committee reviewed requests for funds to help families return to independence and self-sufficiency, approved or denied award of local funds and recommendation to award funds from Means to Recovery funds for up to \$10,000 per household.
- Lead Social Worker for Special Needs Shelter for Hurricane Ike evacuees. Participated in development of plan to assess shelter residents and develop post shelter plans for each resident. Helped coordinate other social workers doing the assessments. Located and linked residents to resources to meet identified needs. Advocacy with State to accommodate special needs of some residents that conflicted with State plans for shelter transition. Advocacy with FEMA representatives to accommodate special needs of residents in this shelter in order to connect them to disaster benefits.
- Travis County Health and Human Services and Veterans Services representative for Central Texas Voluntary Organizations in Disaster (VOAD for Central Texas Area. Continued collaboration and coordination of services and agencies for Hurricane survivors. Participated in debrief on disaster response and development of plans to address identified gaps or needs for future disaster response.
- Currently Chair of the Long Term Recovery committee of Central Texas VOAD working on disaster preparation and on development of expanded resource base for disaster recovery needs.
- Supervise teen interns in Summer Youth Employment program of Austin-Travis County for past 6 years. Developed orientation packet with co-workers and provided orientation to teen interns as part of center team working with interns.

Education**Bachelor of Arts**

(Majors: Psychology and Sociology)

University of Texas at Austin

December 1974

Helping the Aging, Needy and Disabled, Inc.
JOB DESCRIPTION – IC SPECIAL ATTENDANT

GENERAL DESCRIPTION

Provide attendant care to the Independent Care and PHC clients without a permanent hired attendant and when existing attendant is not available.

EXAMPLES OF WORK PERFORMED

Bathe, change, feed clients and provide other assistance as authorized by TDADS
Reports to IC Supervisor and PRN to Staffing Coordinator for Assignments.
Report changes in client condition or any suspected neglect, abuse or exploitation to IC supervisor, TDADS and APS as appropriate
Complete daily reports and time sheets
Be available on call after hours and weekends as scheduled and PRN for PHC Clients.
Clerical Assistance for front desk
Maintains Client Confidentiality

Perform other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Must be able to read and write with at least 6 months experience in non-medical home care.

Knowledge, Skills and Abilities

Good communication skills and courteous with clients. Able to perform all authorized tasks. Must have dependable transportation and able to read maps and follow instructions to locate client homes. Flexibility to clients needs.

Employee Signature: _____ Date: _____



April 24, 2014

FOUNDED BY

Bert Kruger Smith

Willie Kocurek, J.D.

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OUR PROGRAMS

Adult Day Health Care

Caregiver Education and
Resource

Early Memory Loss Support

Health Equipment Lending

AGE Computer Lab

Generously supported by:

**St David's
FOUNDATION**

Erin D'Vincent
Senior Buyer
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Room 308
Austin, TEXAS 78701

**Subject: Letter of Support for proposed Helping the Aging, Needy and Disabled
Inc. (H.A.N.D.) Charitable Care/Sliding Scale Program Proposal**

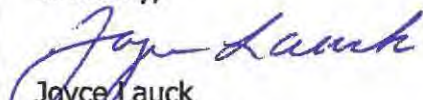
Ms. Vincent:

AGE of Central Texas, dba for Austin Groups for the Elderly, is pleased to present this letter in support of the Helping the Aging, Needy and Disabled Inc. (H.A.N.D.) Charitable Care/Sliding Scale Program, which is proposed in response to the City of Austin HHS Solicitation Number: EAD0116 2014 Self-Sufficiency Continuum For Social Services. AGE of Central Texas works closely with H.A.N.D. in collaboration on providing services for older adults and caregivers in our community.

AGE is the unique provider of licensed adult day care in this community, working with the services H.A.N.D. provides, we are able to ensure people receive the service most beneficial to maintain and improve their health status.

The H.A.N.D.) Charitable Care/Sliding Scale Program will serve an important community need by promoting self-sufficiency in our elderly, disabled and ill citizens. The City of Austin's consideration of funding this proven effective program is appreciated. Please feel free to contact me at 512-451-4611 if you have questions or desire additional information. Thank you,

Sincerely,


Joyce Lauck
Executive Director

c: Amy Temperley, Executive Director, Helping the Aging, Needy and Disabled
Inc. (H.A.N.D.)



Drive a Senior

Volunteers In Motion

April 24, 2014

Erin D'Vincent
Senior Buyer
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Room 308
Austin, TEXAS 78701

Subject: Letter of Commitment for proposed Helping the Aging, Needy and Disabled Inc.
(H.A.N.D.) Charitable Care/Sliding Scale Program Proposal

Ms. Vincent:

Drive a Senior, is pleased to present this letter of commitment to the Helping the Aging, Needy and Disabled Inc. (H.A.N.D.) Charitable Care/Sliding Scale Program, which is proposed in response to the City of Austin HHS Solicitation Number: EAD0116 2014 Self-Sufficiency Continuum For Social Services. As a subcontractor of this proposal, *Drive a Senior* will provide reliable transportation for elderly, disabled and ill H.A.N.D. clients. Funding included in the H.A.N.D. Charitable Care/Sliding Scale Program will enable *Drive a Senior* to acquire a part-time, well-trained and bonded driver to provide a more comprehensive level of transportation for H.A.N.D. clients' needs.

For nearly thirty years, *Drive a Senior*, has enriched many lives by connecting volunteers with seniors who no longer drive to help seniors stay independent as long as possible. In 2013, *Drive a Senior's* volunteers provided over 40,000 rides. For the last two years, *Drive a Senior* and H.A.N.D. partnered together to jointly serve our community.

The H.A.N.D. Charitable Care/Sliding Scale Program will serve an important community need and will promote self-sufficiency in our elderly, disabled and ill citizens. We appreciate the City of Austin's consideration of funding this proven effective program. Please feel free to contact me at 512-364-6501, or janet@driveasenior.org, if you have questions or desire additional information.

Sincerely,

Janet Allen, MS Gerontology, CMC
Executive Director

cc: Amy Temperley, Executive Director, Helping the Aging, Needy and Disabled Inc. (H.A.N.D.)

1640 E. 2nd Street, Suite B-200 Austin TX 78702
512-364-6500 Janet@driveasenior.org

April 24, 2014

Erin D'Vincent
Senior Buyer
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Room 308
Austin, TEXAS 78701

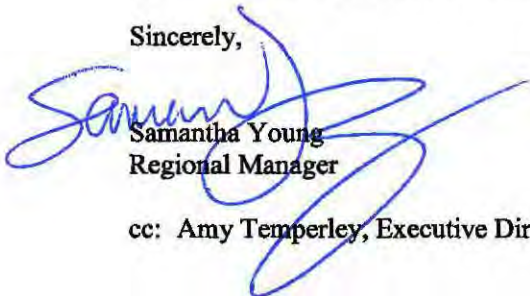
Subject: Letter of Support for proposed Helping the Aging, Needy and Disabled Inc. (H.A.N.D.)
Charitable Care/Sliding Scale Program Proposal

Ms. Vincent:

Nurses Unlimited is pleased to present this letter in support of the Helping the Aging, Needy and Disabled Inc. (H.A.N.D.) Charitable Care/Sliding Scale Program, which is proposed in response to the City of Austin HHS Solicitation Number: EAD0116 2014 Self-Sufficiency Continuum For Social Services. As a collaborative partner of H.A.N.D., Nurses Unlimited, a licensed home health which provides custodial and nursing services throughout Texas, has enjoyed a partnership with HAND and our employees. Through our collaboration each of our employees has had the opportunity to advance their careers and give back to the community.

H.A.N.D.'s Charitable Care/Sliding Scale Program will serve an important community need by promoting self-sufficiency in our elderly, disabled and ill citizens. The City of Austin's consideration of funding this proven effective program is appreciated. Please feel free to contact me at 512-380-9339 if you have questions or desire additional information. Thank you,

Sincerely,



Samantha Young
Regional Manager

cc: Amy Temperley, Executive Director, Helping the Aging, Needy and Disabled Inc. (H.A.N.D.)

April 24, 2014

Erin D'Vincent
Senior Buyer
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Room 308
Austin, TEXAS 78701

Subject: Letter of Support for proposed Helping the Aging, Needy and Disabled Inc. (H.A.N.D.)
Charitable Care/Sliding Scale Program Proposal

Ms. Vincent:

Right At Home South Central Texas is pleased to present this letter in support of the Helping the Aging, Needy and Disabled Inc. (H.A.N.D.) Charitable Care/Sliding Scale Program, which is proposed in response to the City of Austin HHS Solicitation Number: EAD0116 2014 Self-Sufficiency Continuum For Social Services. As a collaborative partner of H.A.N.D., Right At Home provides training resources for staff as well as entrusts H.A.N.D. with a number of referrals for seniors in need.

The H.A.N.D.) Charitable Care/Sliding Scale Program will serve an important community need by promoting self-sufficiency in our elderly, disabled and ill citizens. The City of Austin's consideration of funding this proven effective program is appreciated. Please feel free to contact me at 512-291-9495 if you have questions or desire additional information. Thank you,

Sincerely,



Hayley Hughes Horner
Owner/Administrator

c: Amy Temperley, Executive Director, Helping the Aging, Needy and Disabled Inc. (H.A.N.D.)

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Jose I. Guerra

Robert T. Present

April 24, 2014

Erin D'Vincent
Senior Buyer
City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Room 308
Austin, TEXAS 78701

Subject: Letter of Support for Proposed Helping the Aging, Needy and Disabled Inc.
(H.A.N.D.) Charitable Care/Sliding Scale Program Proposal

Ms. D'Vincent:

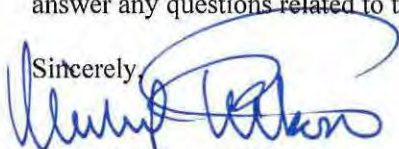
St. David's Foundation is pleased to present this letter in support of the Helping the Aging, Needy and Disabled Inc. (H.A.N.D.) Charitable Care/Sliding Scale Program, which is proposed in response to the City of Austin's HHS Solicitation Number: **EAD0116 2014 Self-Sufficiency Continuum For Social Services**.

As a grant funder of H.A.N.D., St. David's Foundation has provided financial investments to the organization since 2013 in support of Healthy Aging programs. They have proven to be a strong grant partner in the community, consistently met their grant reporting obligations and objectives, and will be invited to submit an application for funding in 2015. The Foundation values their work in the community.

The H.A.N.D. Charitable Care/Sliding Scale Program will serve an important community need by promoting self-sufficiency in elderly, disabled and ill citizens. The City of Austin's consideration for funding this program is warranted.

Please feel free to contact me at 512 879-6614 or mwilson@stdavidsfoundation.org, if I can answer any questions related to their funding or support by the St. David's Foundation.

Sincerely,



Michael Wilson, PhD
Program Officer – Healthy Aging-Healthy Futures

cc: Amy Temperley, Executive Director, Helping the Aging, Needy and Disabled Inc.

**H.A.N.D. – Charitable Care/Sliding Scale Program
Logic Model**

Resources/ Inputs	Activities	Outputs	Performance Measure	Outcomes	Performance Measure
<p>We have:</p> <ul style="list-style-type: none"> • Facility from which to conduct the program • Relatively easy access to the target audience • Experience conducting the program • Support from other organizations who share our goals and concerns • A volunteer base available to provide support for the program <p>We need:</p> <ul style="list-style-type: none"> • Funding to allow us to continue to serve current clients, and to increase the number of clients we can serve 	<ul style="list-style-type: none"> • Clients referred from variety of sources • Independent Care Coordinator meets with client at home to assess needs • Individual service plan generated for client • Independent Care Coordinator or Social Worker assist client with system navigation to identify/obtain services/resources needed • Individual service plan carried out by a personal care attendant • Transportation, provided by H.A.N.D. Mobile or Drive A Senior – scheduled as needed 	<p>Safety net services provided for elderly, disabled and homebound individuals living at or below 200 percent of the Federal Poverty Guidelines to assist them in avoiding institutionalization and in maintaining self-sufficiency</p>	<p>525 elderly or disabled citizens served during the initial 36-month grant period</p> <p>4,500 rides provided to medical appointment, food store or other as needed</p>	<ul style="list-style-type: none"> • Elderly and disabled maintain housing and avoid institutionalization for self sufficiency • Program participants express satisfaction with program services 	<ul style="list-style-type: none"> • 80% of households served will maintain housing • 95% of program participants express satisfaction with program services

Memorandum of Understanding for Foundation Communities (FC)/H.A.N.D. on the provision of in-home support services funded through the Travis County Criminal Justice Planning (TCCJP) Justice Reinvestment Initiative (JRI) Pilot Project Grant

Terms of the Agreement

This agreement is for the provision of in-home support services for the 22 individuals residing in FC's Single Room Occupancy (SRO) communities located at 1015 W. William Cannon Ave., Austin, TX 78745 (Garden Terrace) and 7101 N IH-35, Austin TX 78752 (Spring Terrace), who are participants in the TCCJP JRI Pilot Project.

FC agrees to:

- Make referrals appropriate for the services provided by H.A.N.D.;
- Schedule services only between 7am and 5:30pm, Monday through Friday;
- Complete an initial assessment and treatment plan for each service recipient;
- Provide on-site staff to coordinate with the H.A.N.D. personal care attendants and assigned case manager;
- Guarantee a minimum of 20 hours of in-home services per week;
- Pay for up to 15 additional hours per week of transportation services as needed;
- Pay all invoices upon receipt.

H.A.N.D. is a nonprofit agency with over 40 years of experience in providing in-home, non-medical personal attendant services. H.A.N.D. is pleased to present Foundation Communities with this proposal to meet the Homemaker Services needs of clients living in Foundation Communities sites.

H.A.N.D. agrees to:

- Provide specially assigned and trained personal care attendants to assist with basic home care needs such as housekeeping, shopping, meal preparation, and laundry. Additional personal care tasks such as bathing, dressing, and grooming may be considered based on client's individual needs;
- Provide back-up attendants when assigned attendants are unable or unavailable to provide care;
- Respond within 2 hours to care attendant/transportation no-shows, and within 24 hours to resolve care attendants problems/concerns;
- Assign one primary case manager as contact for the program.

All services will be provided by qualified, bonded employees, and be in accordance with the standards mandated by licensure requirements of the Texas Department of Aging & Disability Services to provide personal assistant services. HAND will provide evidence of insurance and add FC as an Additional Insured on their General Liability Policy, Professional Liability Policy, and Auto Liability policy.

Budget & Disbursement of Funds

With funds provided by the TCCJP JRI Pilot Project grant, payment by Foundation Communities will be made at hourly rate of **\$15/hour** for each service provided for a minimum of 20 hours per week of in-home support services, and up to an additional 15 hours per week of transportation services. Combined services cannot exceed 40 hours per week, and total expenditures cannot exceed \$35,000 per year.

Payment will be due to H.A.N.D. upon receipt by FC of a detailed invoice of services. In addition, a reimbursement rate of \$.556/mile for transportation services and/or travel between FC sites by the in-home support services staff member.

Term of Collaboration

This agreement commences on date signed by both parties below, and the length of the grant is 12 months. Renewal will be by mutual agreement of both parties at the end of the term and signing of a renewal agreement. Either party may, with 30 days notice, terminate this agreement at any time. This contract may be changed or amended only by written agreement, signed by both parties.

Amy Temperley
Executive Director
H.A.N.D.

Date

Timothy Miles
Director of Supportive Services
Foundation Communities

Date



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent
Senior Buyer
Phone: (512) 972-4017
E-Mail: Erin.D'Vincent@austintexas.gov
Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE
ON A CD OR FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the Contractor and to Subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City **will** accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420801)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - * The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- 2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy providing coverage for employee dishonesty shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. **Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Helping the Aging, Needy, and Disabled (H.A.N.D.)					
Physical Address	1640 B East 2nd Street, Suite 200, Austin, Texas 78702					
Is Firm located in the Corporate City Limits? (circle one)	X Yes			No		
In business at this location for past 5 yrs?	X Yes			No		
Location Type:	Headquarters	X Yes	No	Branch	Yes	X No

SUBCONTRACTOR(S):

Name of Local Firm	Drive a Senior					
Physical Address	1640 B East 2nd Street, Suite 200, Austin, Texas 78702					
Is Firm located in the Corporate City Limits? (circle one)	X Yes			No		
In business at this location for past 5 yrs?	X Yes			No		
Location Type:	Headquarters	X Yes	No	Branch	Yes	X No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name Helping the Aging, Needy, and Disabled (H.A.N.D.)

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NA Which State:

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: NA

Helping the Aging, Needy and Disabled, Inc.

This is to verify that the following policies have been adopted by the H.A.N.D. Board of Directors:

SMOKING POLICY

It is the policy of the Helping the Aging, Needy and Disabled Inc. to respect the preferences of both smokers and non-smokers on agency premises. Where smoker and non-smoker preferences are in conflict, employees and management will endeavor to find a satisfactory compromise. On failure to reach a compromise, the preference of the non-smoker will prevail. Smoking will only be permitted on agency premises in clearly designated areas. Attendants and employees may not smoke in client homes.

Mother Friendly Workplace

H.A.N.D. recognizes that a normal and important role for mothers is to have the option and ability to provide for their child 18 months of age or younger by expressing milk while at the workplace. The Executive Director shall see that the agency makes a reasonable effort to provide a room or other location in close proximity to work areas, other than a public restroom or toilet stall, where an employee can express milk in privacy. The plan shall include an accessible, private room with a lock that would allow a mother to:

- Pump breast milk to be stored for later use;
- Access electrical outlets for electric pumps;
- Use a sign-up sheet and a sign posting the room as "private during use";
- Use scheduled breaks and rest periods, including lunch to express milk.
- Access to a safe place to store milk

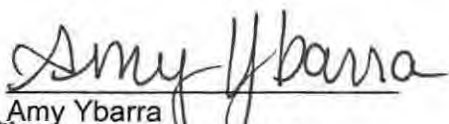
Employee Wellness Initiative

H.A.N.D. has a comprehensive Employee Wellness Initiative as part of our Aspire, Employee Assistance Program that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness, signage and a supportive company culture, championed by leadership.

Violence Prevention Policy

H.A.N.D. is committed to providing a safe environment for working and conducting business. We have a procedure to provide guidance for identifying and reporting threats and workplace violence, a training program for employees that addresses procedures for dealing with workplace violence, and we do not tolerate or ignore behaviors that are threatening or violent in nature.

Signed:


Amy Ybarra
President of the Board
Chair